Supreme Court, U.S.
FILED
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(16)

No. 02-428

IN THE

Supreme Court of the United States

DASTAR CORPORATION,

Petitioner,

v.

TWENTIETH CENTURY FOX FILM CORPORATION, SFM ENTERTAINMENT LLC, and NEW LINE HOME VIDEO INC.,

Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

SUPPLEMENTAL JOINT APPENDIX

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O'MELVENY & MYERS LLP
Citigroup Center
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New York, NY 10022
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Counsel of Record for Respondents

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1330 Connecticut Avenue, N.W.
Washington, DC 20036
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Counsel of Record for Petitioner

PETITION FOR CERTIORARI FILED SEPTEMBER 11, 2002
CERTIORARI GRANTED JANUARY 10, 2003

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Agreement between Doubleday & Co. Inc., and Twentieth Century-Fox Television Productions, Inc., dated November 20, 1948, attached as Exhibit A to Declaration of Peter Levathes dated December 6, 1999 ..... S.App.61

Agreement Between Time Incorporated and Twentieth Century-Fox Television Productions, Inc., dated December 3, 1948, attached as Exhibit B to Declaration of Peter Levathes dated December 6, 1999 ..... S.App.73

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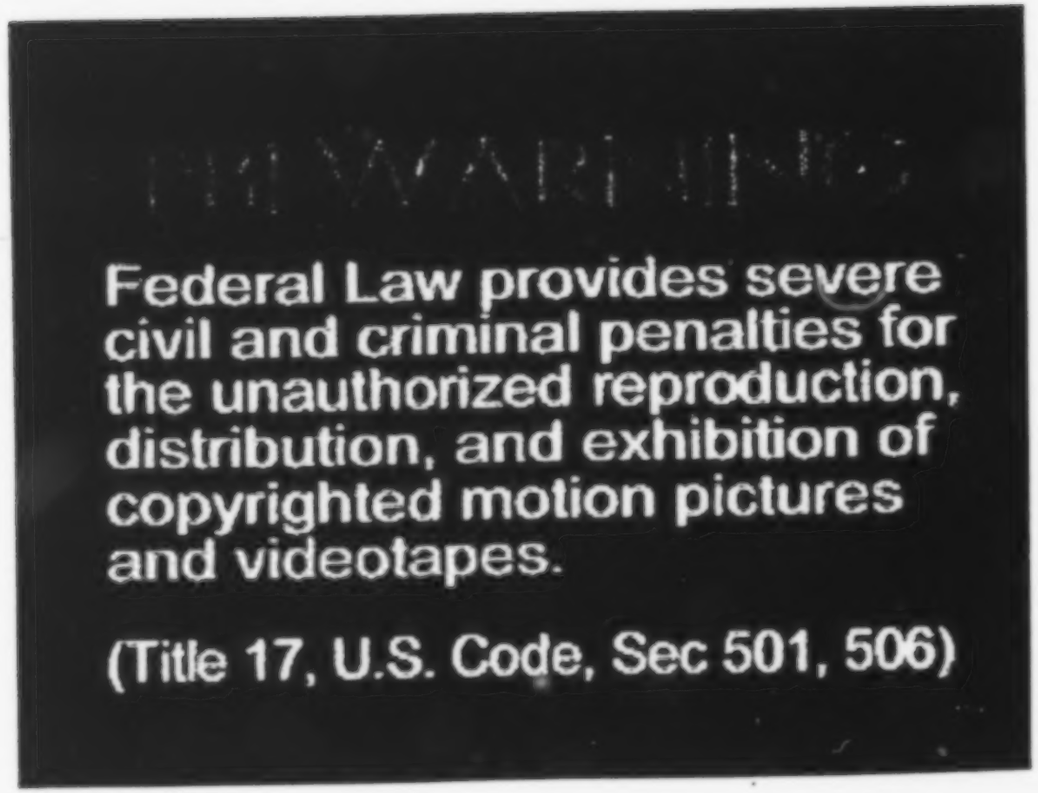
Letter from Twentieth Century-Fox Television, a Division of Twentieth Century-Fox Film Corporation to Bantam Doubleday Dell Publishing Group Inc. dated June 22, 1988, attached as Exhibit F to Declaration of Marcy Reed in Opposition to Defendants' Motions for Summary Judgment and Motion to Dismiss, and in Support of Plaintiffs' and Counterdefendants' Cross-Motion for Summary Adjudication of Issues S.App.89

Letter from Twentieth Century-Fox Television, a Division of Twentieth Century-Fox Film Corporation to Doubleday, a Division of Bantam Doubleday Dell Publishing Group, Inc. dated March 11, 1993, attached as Exhibit G to Declaration of Marcy Reed in Opposition to Defendants' Motions for Summary Judgment and Motion to Dismiss, and in Support of Plaintiffs' and Counterdefendants' Cross-Motion for Summary Adjudication of Issues.....S.App.109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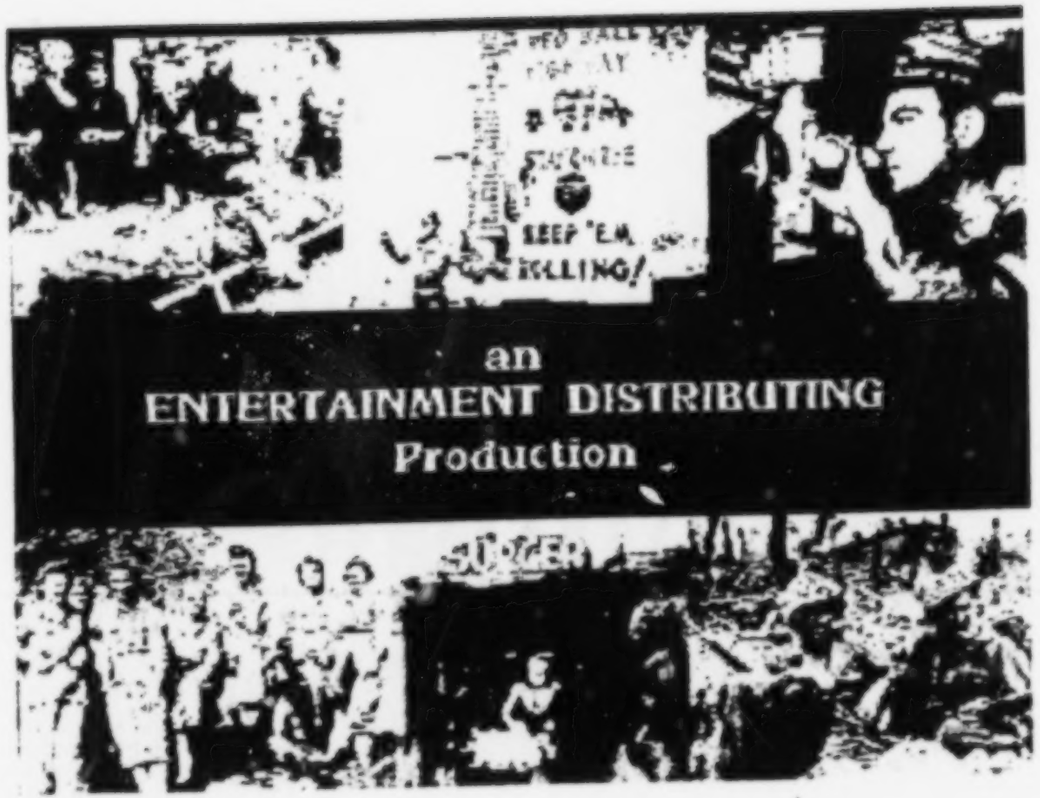
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S.App.4

CAMPAIGNS IN EUROPE

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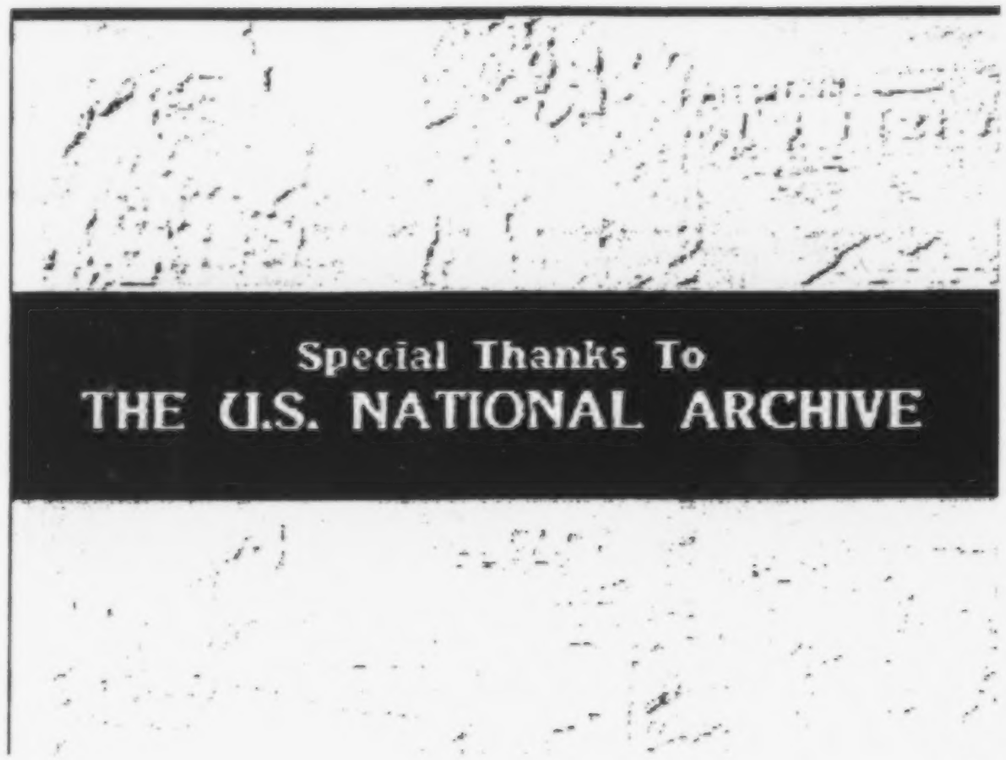

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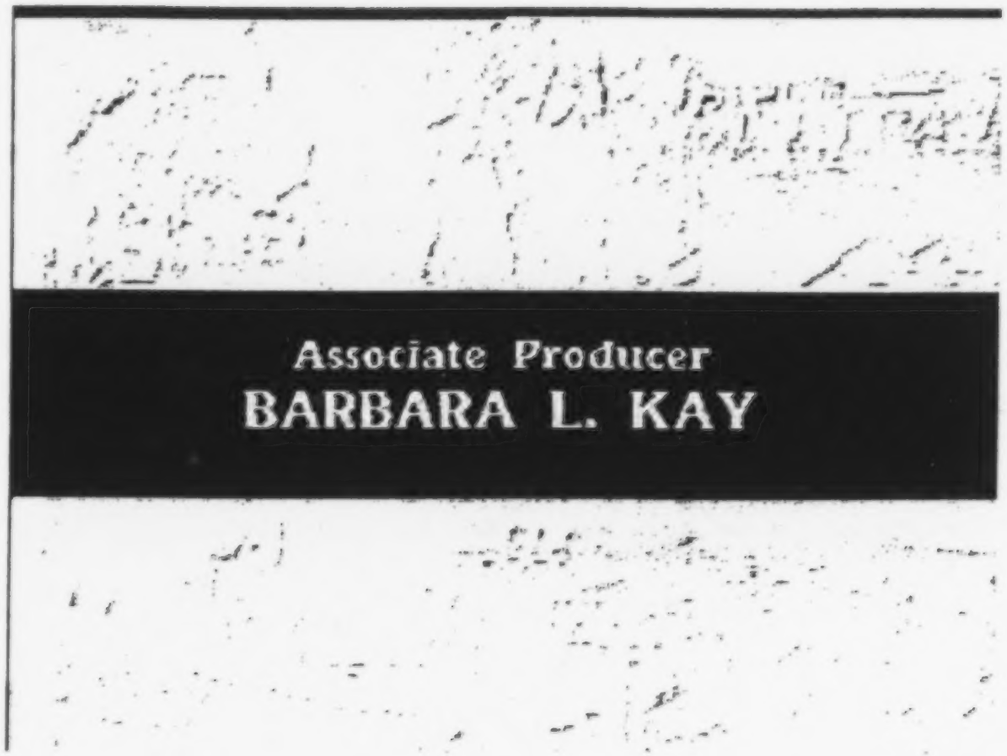
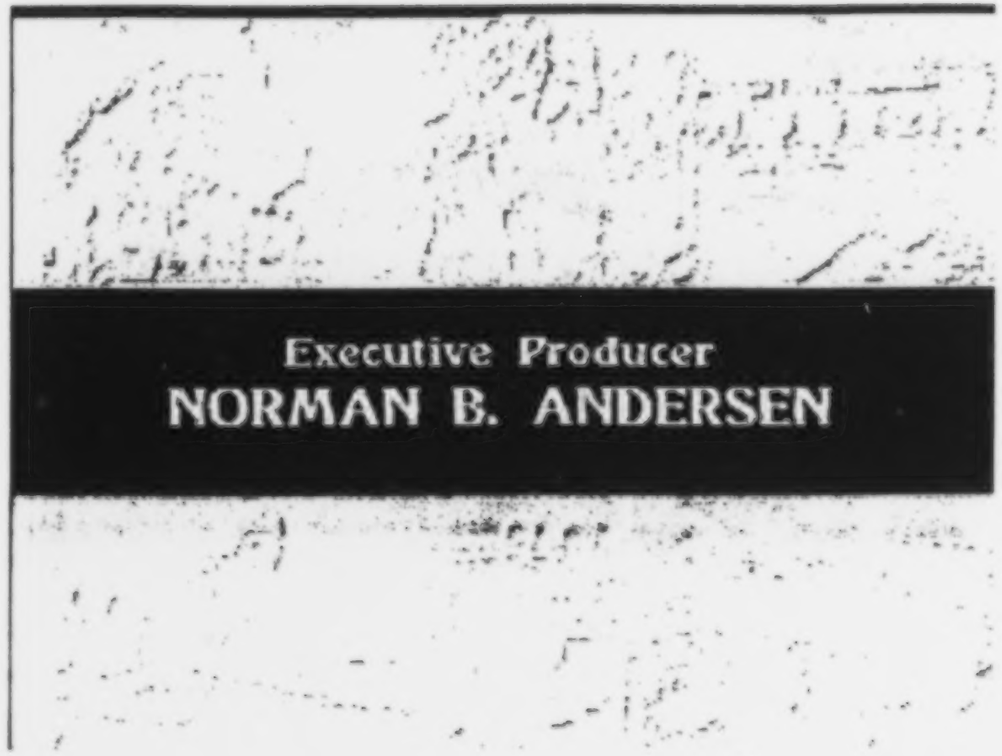

Associate Producer
BARBARA L. KAY

S.App.7



S.App.8

Producer

LANNY LEE

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EXHIBIT NO.
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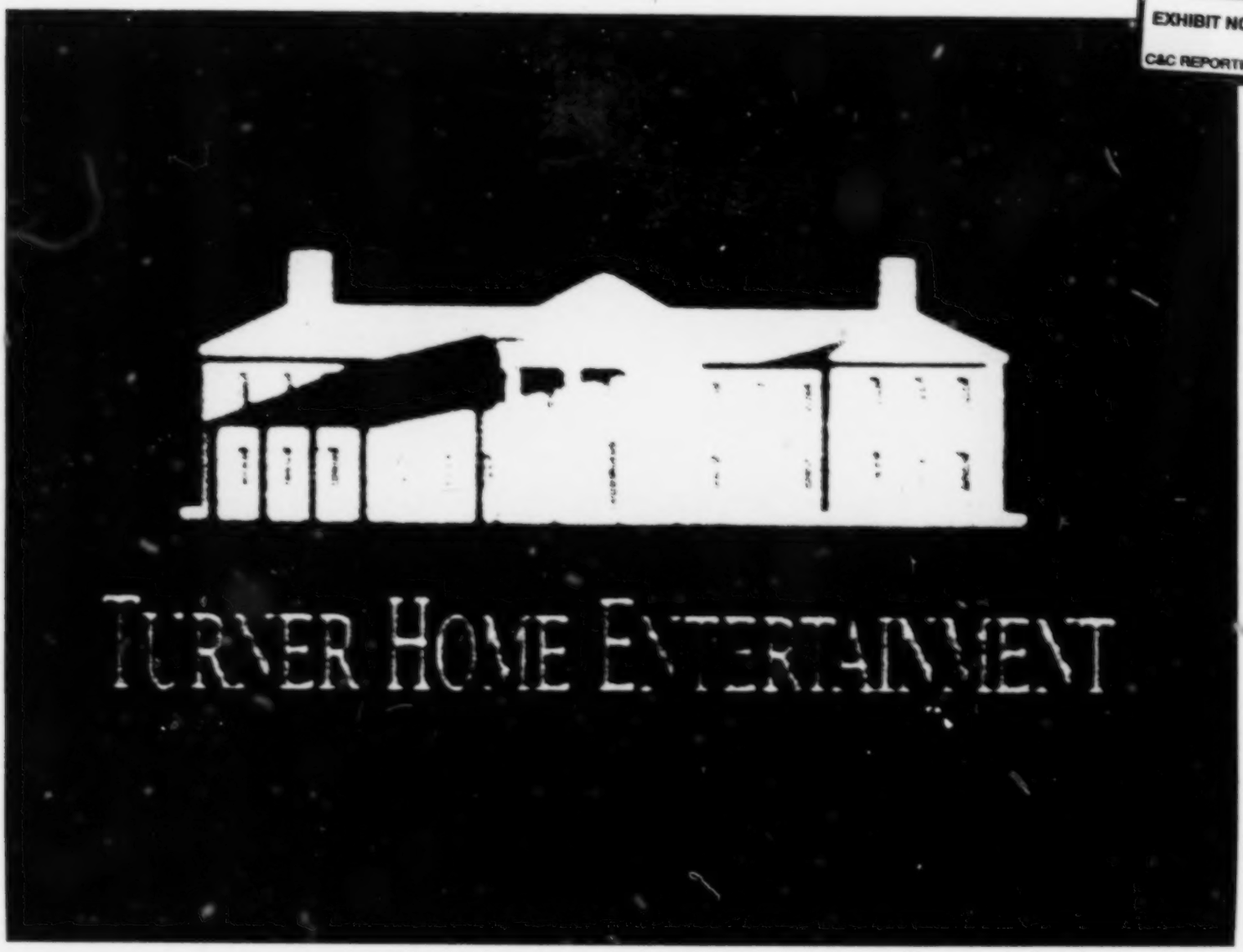
S.App.10



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NEW LINE
HOME VIDEO

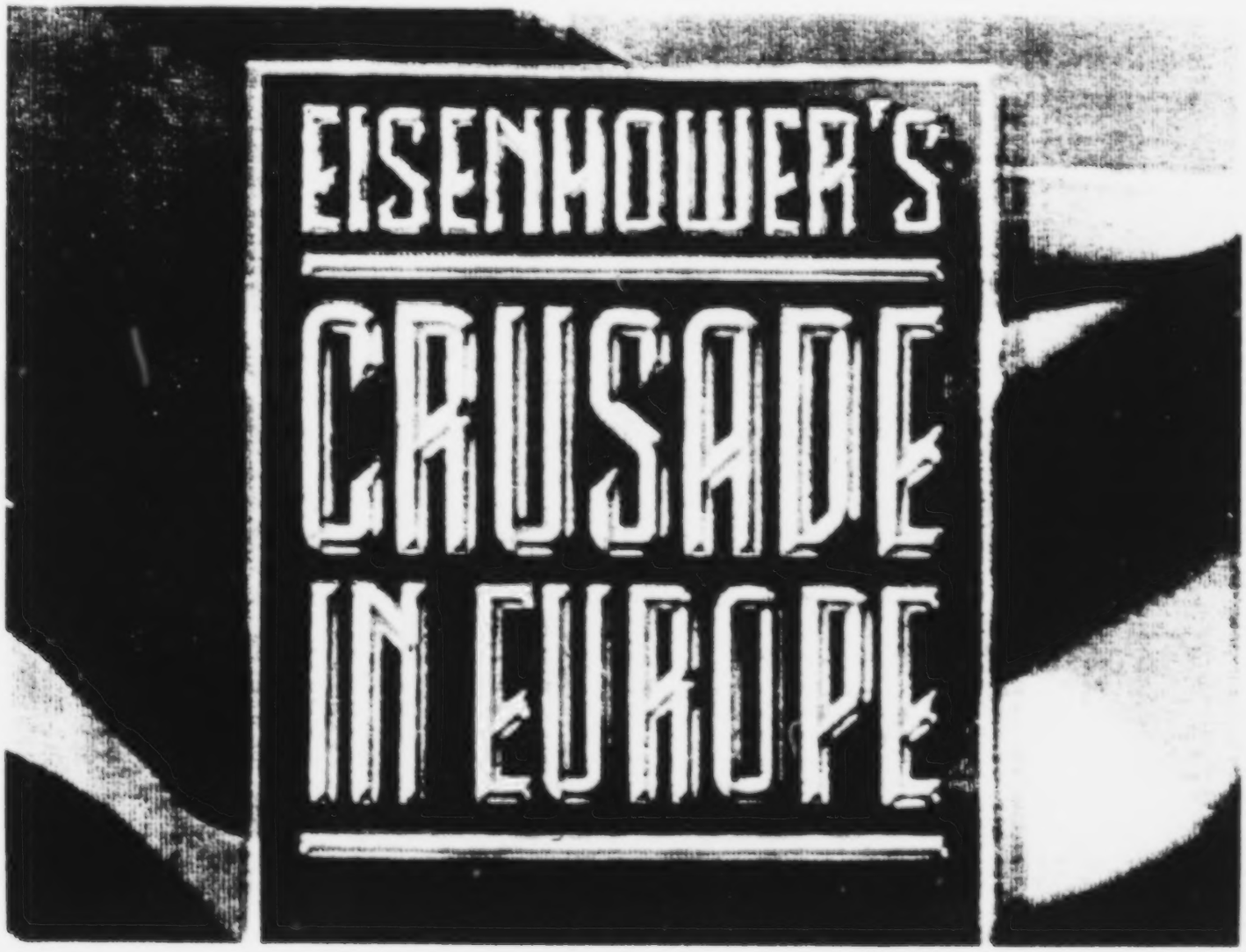
S.App.12

A March of Time
Production

S.App.13

By Arrangement with
20th Century-Fox

S.App.14



S.App.15

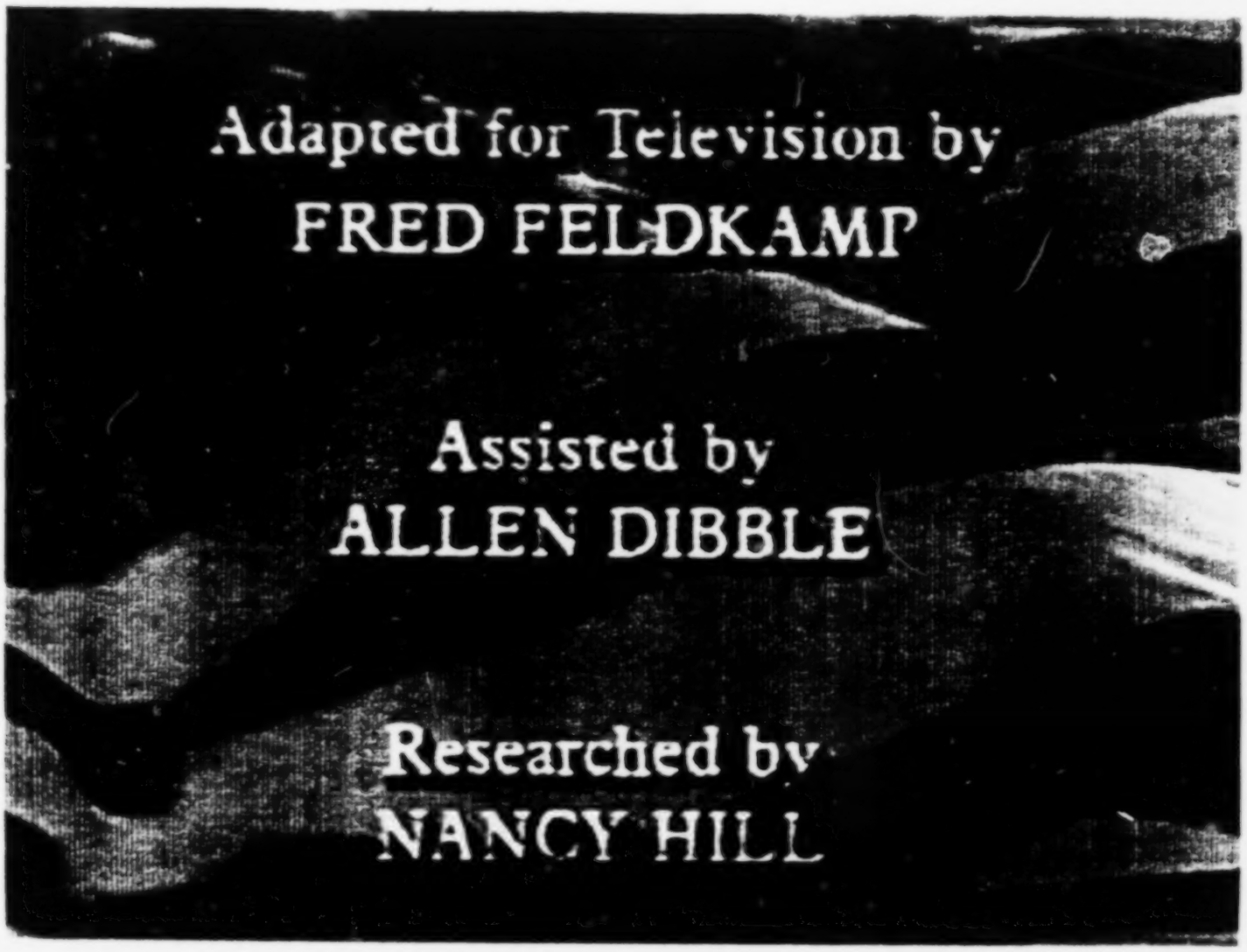
Based on the Book by
General Dwight D. Eisenhower

PRELUDE TO WAR

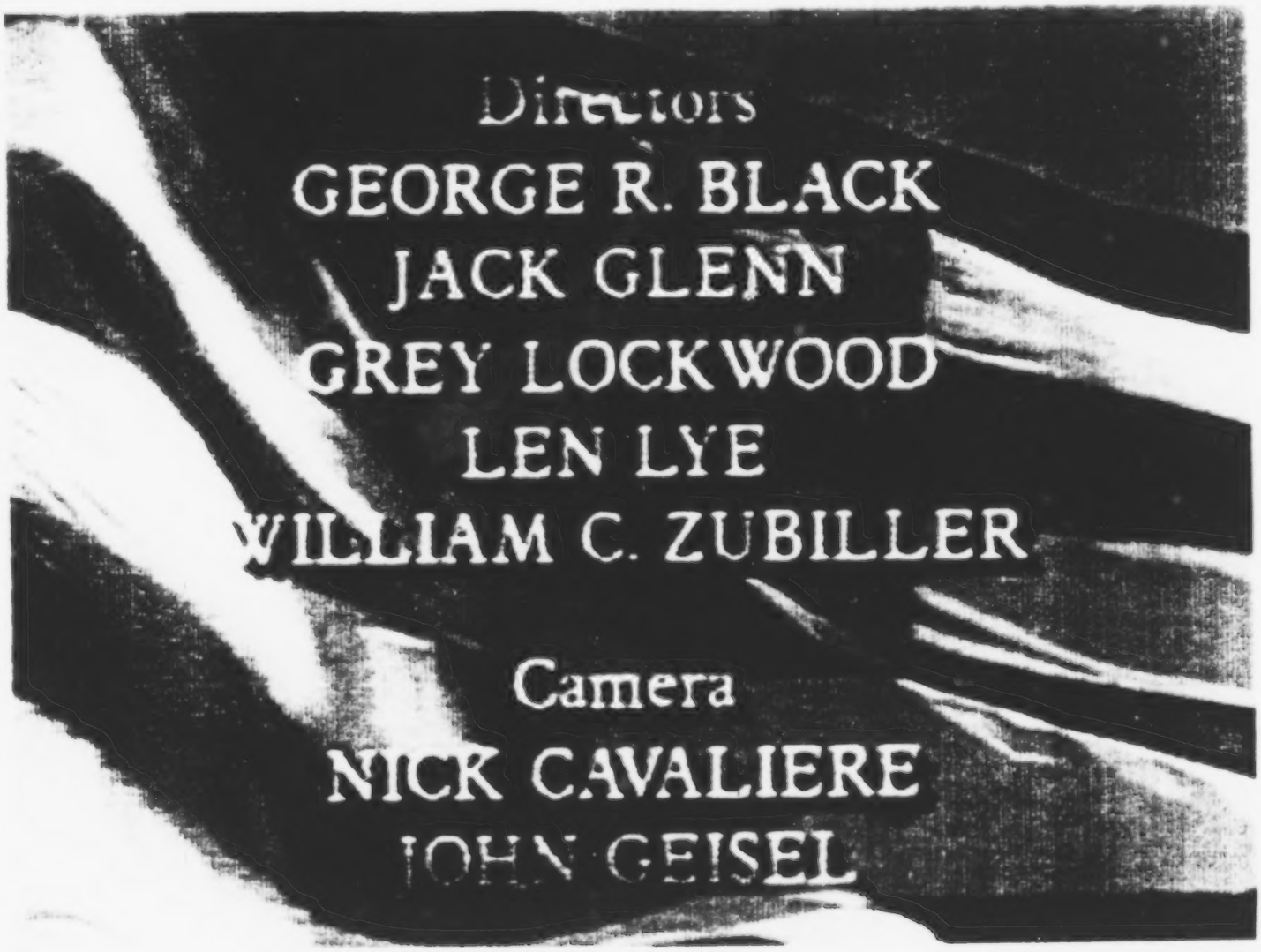
S.App.16

Between these two dates millions of Europeans had been killed. All Europe west of the Rhine had, with minor exceptions, lived for more than four years under the domination of an occupying army. Free institutions and free speech had disappeared. Economies were broken and industry partially [illegible]. In Germany itself, after years of terror and bloodshed, a carpet of destruction and desolation had spread over the land. [illegible] lay in ruins, her cities in ruins, and her [illegible] had been destroyed. Great Britain had exhausted her resources to carry on her part of the struggle. [illegible] had been mobilized, with everybody of [illegible] to the armed forces or es-

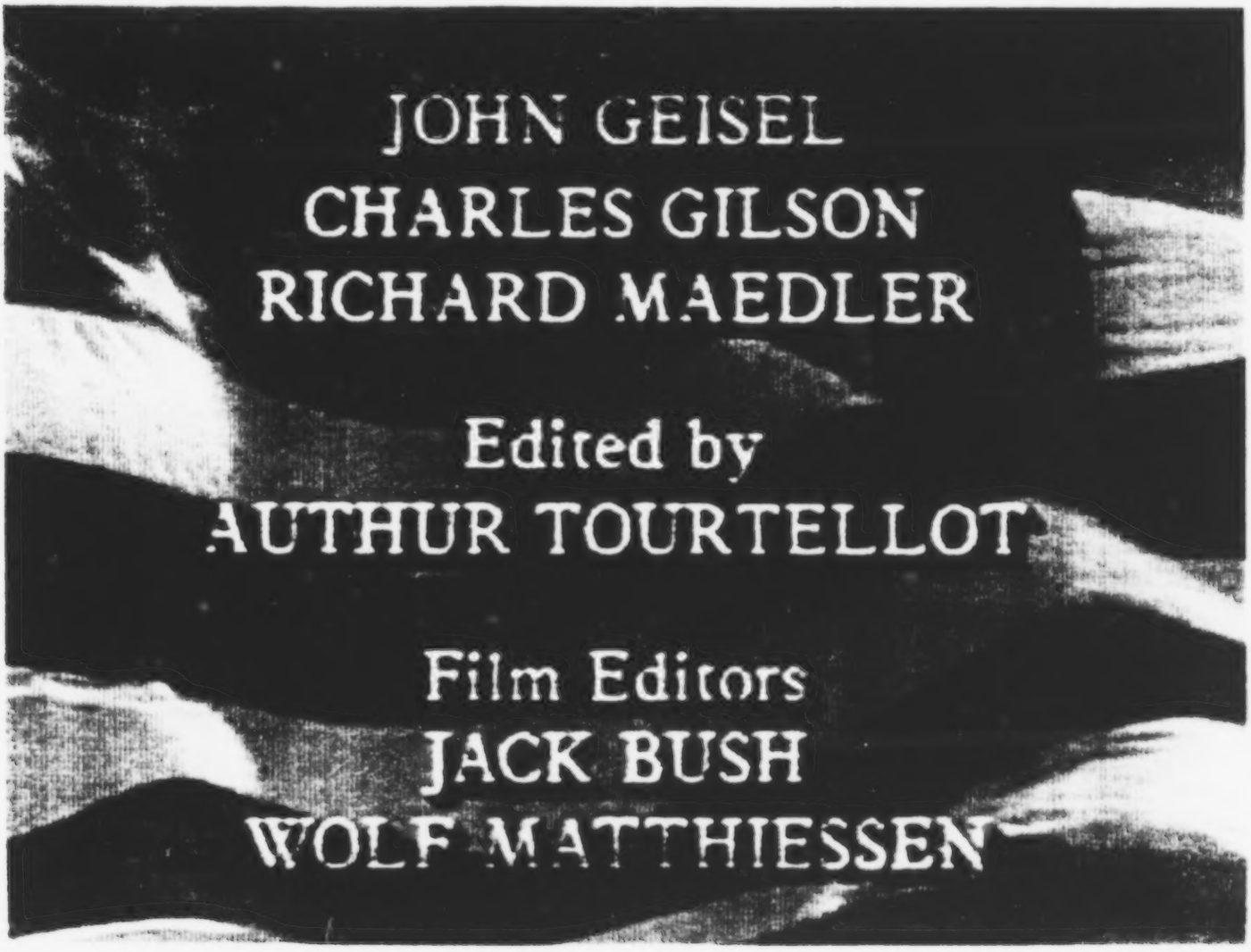
S.App.17


Adapted for Television by
FRED FELDKAMP
Assisted by
ALLEN DIBBLE
Researched by
NANCY HILL

S.App.18


Directors
GEORGE R. BLACK
JACK GLENN
GREY LOCKWOOD
LEN LYE
WILLIAM C. ZUBILLER
Camera
NICK CAVALIERE
JOHN GEISEL

S.App.19


JOHN GEISEL
CHARLES GILSON
RICHARD MAEDLER
Edited by
AUTHUR TOURTELLOT
Film Editors
JACK BUSH
WOLF MATTHIESSEN

S.App.20

WOLF MATTHIESSEN
Assistant Film Editors
LARRY KREEGER
LUISE LOGUE
ANNA LANG
MARTHA SCHWARZ
SALLY LINDSAY
Sound
A. A. GIROLAMI

S.App.21

Sound
A.A. GIROLAMI
W.K. HAWK
Audio Effects by
JACK SHAINDLIN
Librarian
WILLIAM KILCULLEN
Narrated by

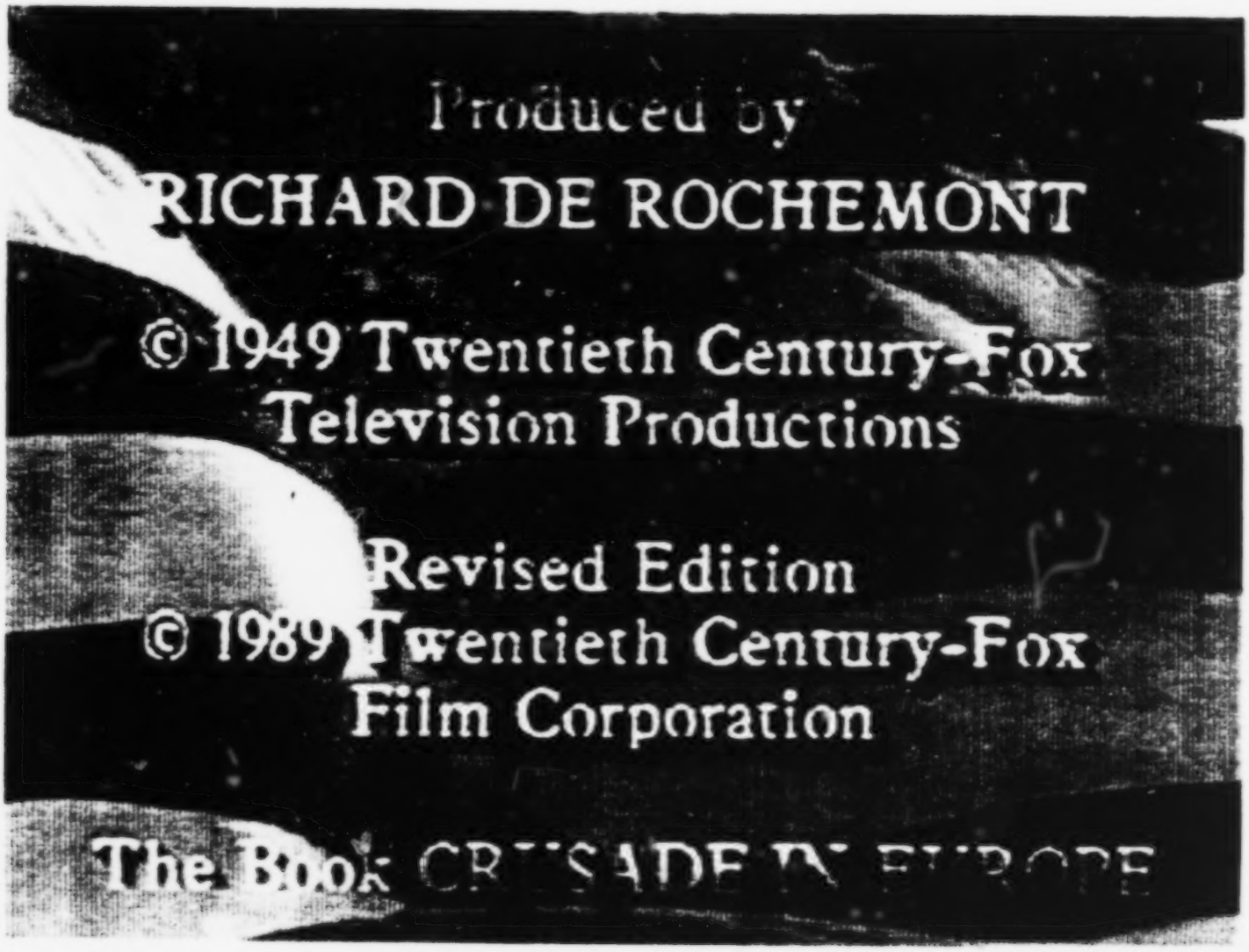
S.App.22

Narrated by
WESTBROOK VAN VOORHIS
Quotes from Eisenhower by
MAURICE JOYCE
Production Manager
ROBERT W. SCHOFIELD
Historical Action Films by

Historical Action Films by
U.S. ARMY
U.S. NAVY
U.S. COASTGUARD
British Ministry of Information
British War Office
National Film Board of Canada
Newsreel Pool Cameramen
Produced by

S.App.23

S.App.24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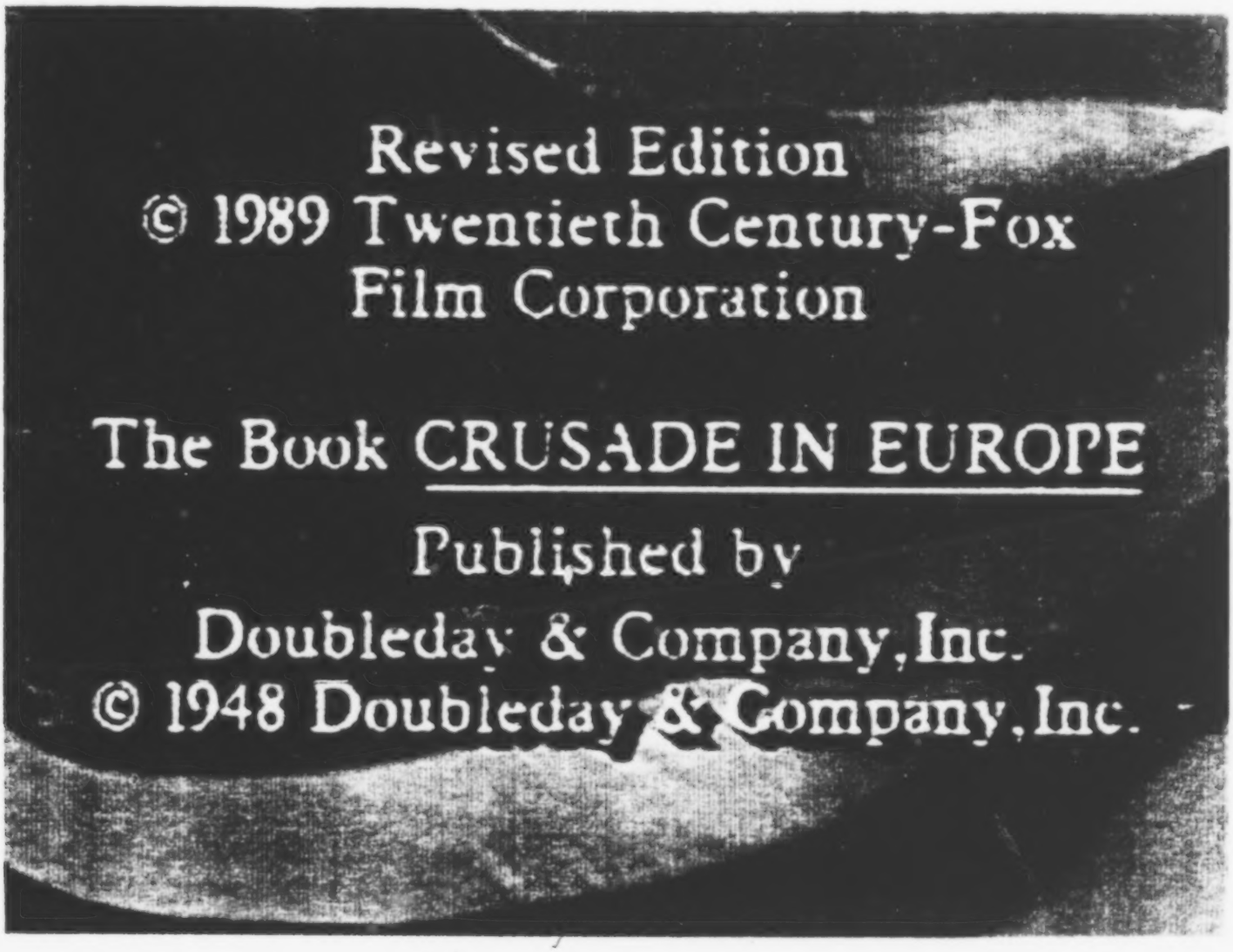
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The Book CRUSADE IN EUROPE
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Doubleday & Company, Inc.
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S.App.25

S.App.27

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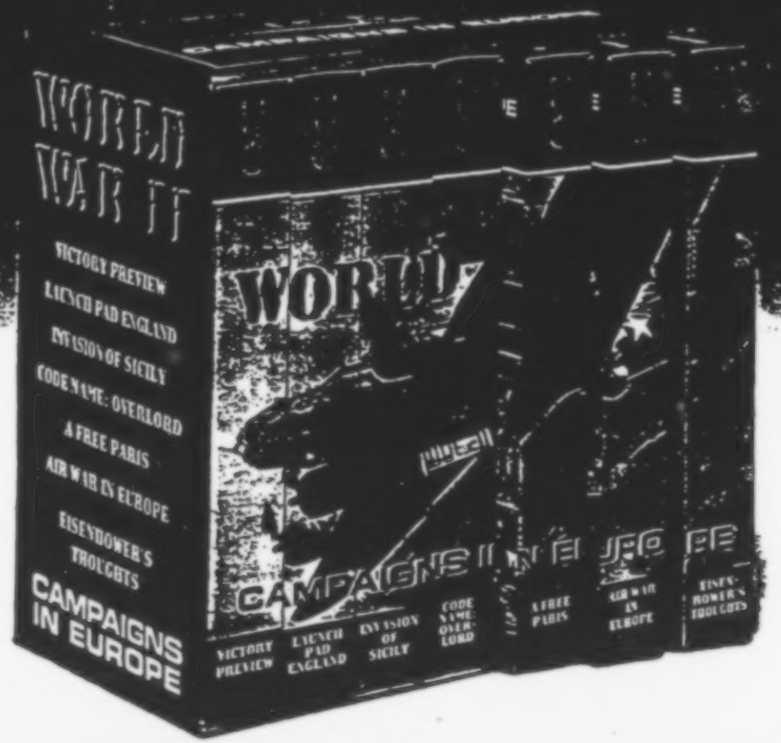
S.App.29

EXHIBIT NO. 29
C & C REPORTING

CAMPAIGNS IN EUROPE



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For more information, see the alphabetical listings

Index

An alphabetical list of the names of persons and organizatio associated with the motion pictures listed in the main sectic as claimant, producing, releasing, or distributing agent, etc or as author of the work upon which the motion picture is base Under each name are listed the titles of the respective motic pictures.

A

AA FOUNDATION FOR TRAFFIC SAFETY.
Borrowed Power.1951
Dad Wakes Up.N
Lakewood Learns To Live.N
Mickey's Big Chance.N
Talking Car.
Your School Safety Patrol.
A T FILM PRODUCTIONS, INC.
Man on the Eiffel Tower.R47
AC FILM SYNDICATION, INC.
Three Musketeers.N
AC Inc.
AC FILMS, INC.
AC Inc.
AC-TT PICTURES CORP.
Beginning of the End.RE364412
Eighteen and Anxious.RE364415N
Girl in the Woods.
Unearthly.RE364413
A/B SVENSK FILMINDUSTRI.
SEE Svensk Filmindustri, Aktiebolaget.
A.C.I. FILMS
Golgotha.
A.C. SPARK PLUG DIVISION.
GENERAL MOTORS CORP.
SEE General Motors Corp. A. C. Spark Plug Division.
A.C.T. FILMS, LTD.
Last Man To Hang.
A.M.B.L. PRODUCTIONS.
Joker in Wild.RE35213
AMEN PRODUCTIONS, INC.
Magnetic Monster.
AMG, INC.
Music for Everyone.N
AMCA-CINEMATOGRAFICA.
Nature Girl and the Slaver.N
AMCA-FILMPRODUKTION, G.M.B.H.
Nature Girl and the Slaver.N
A.I. CONSTANTIN FILMS.
SEE Constantin Filmo, Aktiesetskab.
A/S NORDISK FILMS KOMPAGNI.
SEE Nordisk Films Kompagni, A/S.

ABBOTT, GEORGE.
Pajama Game.
ABBOTT LABORATORIES.
Radio Pharmaceuticals Reactor to Physician.N
ABEL, ALAN IRWIN.
Bobby Breen Show.N
ABEL, ALAN IRWIN. SEE Bell Productions.
ABELL, FRANK.
Candid Traffic Pictures.N
ABRAHAMS, DORIS CAROLINE.
Gay Lady.
ABTCON PICTURES, INC.
Ghost Ship.
River Beat.N
Undercover Agent.
ACADEMY FILMS.
Maps—Land Symbols and Terms.N
ACADEMY OF MOTION PICTURE ARTS & SCIENCES.
Academy of Motion Picture Arts and Sciences 31st Annual Awards Program.
Academy of Motion Picture Arts and Sciences 32nd Annual Awards Program.
Costume Designer.
Memento in Music.
Screen Actors.
ACASUSO, LUIS RODRIGUEZ. SEE Rodriguez Acasuso, Luis.
ACE PICTURES, INC.
Another Road.
Bandit, Banker, and Blonde.
Checkmate.
Cowboy's Lament.
He's Gone Away.
Magic Skin.
Money in the Bank.
Night Owl.
Paganini.
Poor Mistress of Laurel Run.
Smooth Fingers.
Troubled Harbor.
Vain Glory.
ACKERMAN, LEONARD J.
Al Capone.
ACORN FILMS OF NEW ENGLAND, INC.

ADLER, ALLEN.
Forbidden Planet.
ADLER, HANS.
On the Riviera.
ADVISION ASSOCIATES, INC.
Genii of the Flame.N
AEROJET-GENERAL CORP.
Infrared.N
AESOPUS.
Lion and the Mouse.N
AETNA CASUALTY & SURETY CO.
Backing.1953N
Can You Follow and Turn Safely.N
Checking Your First Drive.N
Checking Your Second Drive.N
Defensive Driving.N
Diagonal and Parallel Parking.N
Don't Skid Yourself.
Driving an Automatic Shift Car.
Driving in Heavy City Traffic.
Driving in Light City Traffic.
Driving on Hills.
Driving on One-Way Streets.
Expressway Experts.
Good Housekeeping for Men Only.N
How Alert a Driver Are You.N
How to Drive on Hills.
How To Follow and Turn Safely.
How To Steer Like an Expert.
How To Turn the Car Around.
How Well Can You Drive on Country Highways.
How Well Can You Steer.
Introducing the Driverainer.
Learning To Drive on Country Highways.
Learning To Shift and Steer.
Like a New Man.
Look Who's Driving.
One to a Customer.
Outboard Outings.
Paddle a Safe Canoe.1957
Park Like a Pro.
Parking Your Car.
Passing Safely.
Road Sense in Review.

S.App.33

St. George and the Dragon. © 27Jan54; LP5830.N

The Singing Preacher. © 23Jan54; LP5839.N

Sky Pilot of the Cumberlands. © 29Nov54; LP7200.N

Sorcage Bucksnt. © 17Feb39; LP5940.N

Tenement Saint. © 14Dec54; LP7817.

Thanksgiving Prayer. © 23Nov54; LP7819.

Through the Window. © 8Jun54 [in motion 1953]; LP7739.

Timberland Preacher. © 18Nov54; LP7801.

Too-Tinted Saint. © 6Apr54; LP6373.N

Vivi Staining Bright. © 23Dec53; LP5788.N

Weekend Minister. © 11Jun57 [in motion 1956]; LP7831.

The White Carnation. © 27Apr54; LP6459.

With Charity for All. © 19Oct54; LP7200.N

The Wreath. © 28May51; LP6777.

CROSSROADS. SEE Wanted: Dead or Alive, no.5378.

R CROSSROADS OF THE AGES. Universal Pictures Co. 1 reel, sd., color, 10 min. (U-I Color Parade) A Universal-International picture, Eastman color. © Universal Pictures Co., Inc.; 31Apr57; MP6373.

CROSSROADS OF THE WORLD. Warner Bros. Pictures. 9 min., sd., color, 35mm. (Scope Cine Special) Warner-Color. © Vitaphone Corp.; 22Dec56; MP7618.

R CROSSWICK. Paramount Pictures Corp. Unreleased. 1951. 52 min., sd., color, 35mm. Based on the novel, New Guinea Gold, by Thomas Bowie. © Paramount Pictures Corp.; 10Oct51; LP1238.

THE CROW. SEE Locale.

CROWD PLEASER. SEE Alcoa-Goodyear Theatre, 9:30.

THE CROWDED AIR. SEE The Twentieth Century, Apr. 27, 1958.

CRUISE OF CUPS. Drive Battery. Made by Campbell-Ewald Co. 90 sec. Appl. author: Edward Trexler. © Campbell-Ewald Co.; 18Feb57; MU6379.

CROWN OF SILLA. SEE Richard Diamond, Private Detective, no.6012.

CROWS, OWLS AND A SHOTGUN. SEE Adventure Out of Doors, no.16.

THE CRUCIFIX ON MY WALL. SEE El Cristo de Mi Cabecera.

THE CRUCIFIXION. Family Films. 30 min., sd., bw, 16mm. (The Living Christ Series, no.12) With teacher's study guide. Screenplay, Arthur T. Berman. © JAT Productions; 17Feb53; MP3043.

CRUCIFIXION AND RESURRECTION. Cathedral Films. 30 min., sd., bw, 16mm. (The Living Christ Series, no.13) With teacher's study guide. Screenplay, Arthur T. Berman. © JAT Productions; 17Feb53; MP3043.

R THE CRUEL SEA. Ealing Studios, London. Released in the U. S. by Universal International Films. 14 reels, sd., bw, 35mm. Based on the novel of the same title by Nicholas Monserrat. © Ealing Studios, Ltd.; 12May52; LP2185.

R THE CRUEL TOWER. Lindsley Parsons Productions. Released by Allied Artists Pictures Corp. 90 min., sd., bw, 35mm. Based on the novel by William R. Hartley. © Allied Artists Pictures Corp.; 9Oct56; LP7180.

CRUISE CAT. Loew's. 1959. 7 min., sd., color, 35mm. (Tom and Jerry Cartoon) A Metro-Goldwyn-Mayer Cartoon. © Loew's Incorporated; 11Sep59 [in motion 1959]; LP19331.

R CRUISE OF THE EAGLE. Walt Disney Productions. Released by Buena Vista Film Distribution Co. 1 reel, sd., Technicolor, 33mm. (Frontier and Pioneer) CinemaScope.

R CRUISE OF THE ZACA. Vitaphone Corp., 1953. 58 min., part color, 35mm. A Warner Bros. short subject. © The Vitaphone Corp.; 15Dec53; MP2048.

R CRUISE SHIP. RKO Radio, 1951. 10 min., sd., bw, 35mm. (This Is America Series, no.7) © RKO Radio, Inc.; 31Mar51; MP1467.

A CRUISE SHIP. SEE City Detective.

R CRUISIN' DOWN THE RIVER. Columbia Pictures Corp. 8 reels, sd., color, 35mm. Technicolor. © Columbia Pictures Corp.; 31Aug53; LP3883.

N CRUISING THE WEST INDIES: HAVANA. Andre De La Varre, 10 min., sd., bw, 16mm. A Screen Traveler picture. © Andre De La Varre; 13Aug58; MP5391.

CRUNCH AND DES. Pembroke Co. Released by NBC Television Films. 39 min. each, sd., bw, 16mm. © Pembroke Co., Ltd.

Boomerang. © 24Aug56; LP11872.

Crunch Catches a Negrin. © 24Jul56; LP11221.

Hot Rod and Revel. © 31Jul56; LP11237.

Key Jimo. © 24Aug56; LP11870.

Man Who Had Been Around. © 8Jul56; LP11220.

A Matter of Faith. © 14Aug56; LP11875.

Night Strike. © 14Aug56; LP11218.

The Old Crow Gal. © 17Jul56; LP11219.

Salt Water Deity. © 31Aug56; LP11874.

301. Bombay, Lime and Sinker. © 18Mar58 [in motion 1958]; LP6618.

302. Crunch Catches One. © 13Feb58 [in motion 1958]; LP6618.

303-A. Big Catch. © 25Aug56; LP9833.

304. The Expert. © 23Feb58 [in motion 1958]; LP9818.

305. Crunch and the Golden Lure. © 28Oct56 [in motion 1958]; LP9819.

306. Bull Dove. © 6Jun58 [in motion 1958]; LP9817.

307. Fresh Water Mermaid. © 30Jun58 [in motion 1958]; LP9813.

308. Fair Caught. © 18Feb58 [in motion 1958]; LP9815.

309. The Man Who Loved a Joke. © 29Mar58 [in motion 1958]; LP9814.

310. Strike Three. © 6Jun58 [in motion 1958]; LP9816.

311. Crazy Over Horse Mackerel. © 6Jun58 [in motion 1958]; LP9818.

312. Spare the Rod. © 4Apr58 [in motion 1958]; LP9799.

313. Light Tackle. © 23Apr58 [in motion 1958]; LP9391.

315. Fire on the Beach. © 18Feb58 [in motion 1958]; LP9393.

319. Sporting Blood. © 23Apr58; LP9394.

CRUNCH AND DES. Pembroke Co., Hamilton, Bermuda. Released in the U. S. by NBC Television Films. 39 min. each, sd., bw, 16mm. Based on the Philip Wylie stories from the Saturday Evening Post. © Pembroke Co., Ltd.

The Affair of the Ardent Amazon. © 27Aug59; LP8727.

Bad Luck Kid. © 16May58; LP10565.

The Big Ones Got Away. © 11Jun58; LP10565.

Eve and the Sea Serpent. © 30May58 [in motion 1958]; LP8726.

Fifty-four, Forty and Fight. © 18Apr58; LP10133.

A Fish for Billy. © 9Jul58; LP10565.

Missing Mariner. © 23May58; LP10127.

Nine, Ten and Out. © 4Jun58; LP10565.

Realistic Viewpoint. © 9May58; LP10133.

A Sabre Talk from Sark. © 17Feb58 [in motion 1958]; LP8725.

The Shell Game. © 25Jun58; LP10563.

The Shipwreck of Crunch and Des. © 18Jun58; LP8728.

Sixth Sense. © 15Aug58; LP10128.

Smugglers Cove. © 18Jun58; LP10126.

Three Time Winner. © 16Jul58; LP8729.

CRUNCH CATCHES A MEGRIM. SEE Crunch and Des.

CRUNCH CATCHES ONE. SEE Crunch and Des, no.303.

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ABOUT WALTER E. HURST, ATTORNEY

Walter Ernest Hurst was licensed to practice law in New York in 1953, in the District of Columbia in 1955, in California in 1956.

Walter Ernest Hurst was admitted to practice before the United States Supreme Court in 1958, The United States Customs Court in 1958, The U.S. Court of Customs and Patent Appeals in 1958, The Court of Appeals for the Ninth Circuit in 1956, The Court of Appeals for the Second Circuit in 1960, The Court of Appeals for the Federal Circuit in 1987, The U.S. District Court for the Eastern District, N.Y. in 1955, The U.S. District Court for the Southern District, N.Y. in 1955, The U.S. District Court for the Southern District of California in 1956, The U.S. District Court for the Northern District of California in 1958, The United States Court of Military Appeals in 1958, The United States Tax Court and other courts.

Walter E. Hurst received the degree of Juris Doctor from New York University.

"Dr." Hurst belongs to the *American Bar Association, California Bar Association, New York State Bar Association, County of Los Angeles Bar Association, Beverly Hills Bar Association, and the Hollywood Bar Association.*

Hurst's music industry legal clients have won hundreds of gold and platinum records. Hurst's creative clients have contributed their talents to the production of records, radio and television shows, live performances, and films.

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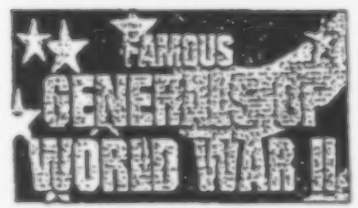

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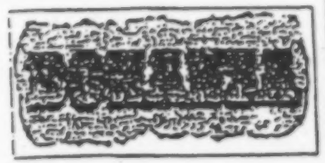

Created by producer David Dortort, the first ever color series, Bonanza, premiered on Saturday night, September 12th, 1959. The show started with little recognition and eventually was moved to a new Sunday night time slot. The series then caught fire and became one of television's top rated shows through most of the mid sixties. It's heroes were members of the Cartwright clan, The Ponderosa, the largest ranch in Nevada, near Virginia City, NV. Bonanza finished its 14 year run second only to Gunsmoke as the longest running and most successful western in the history of television.
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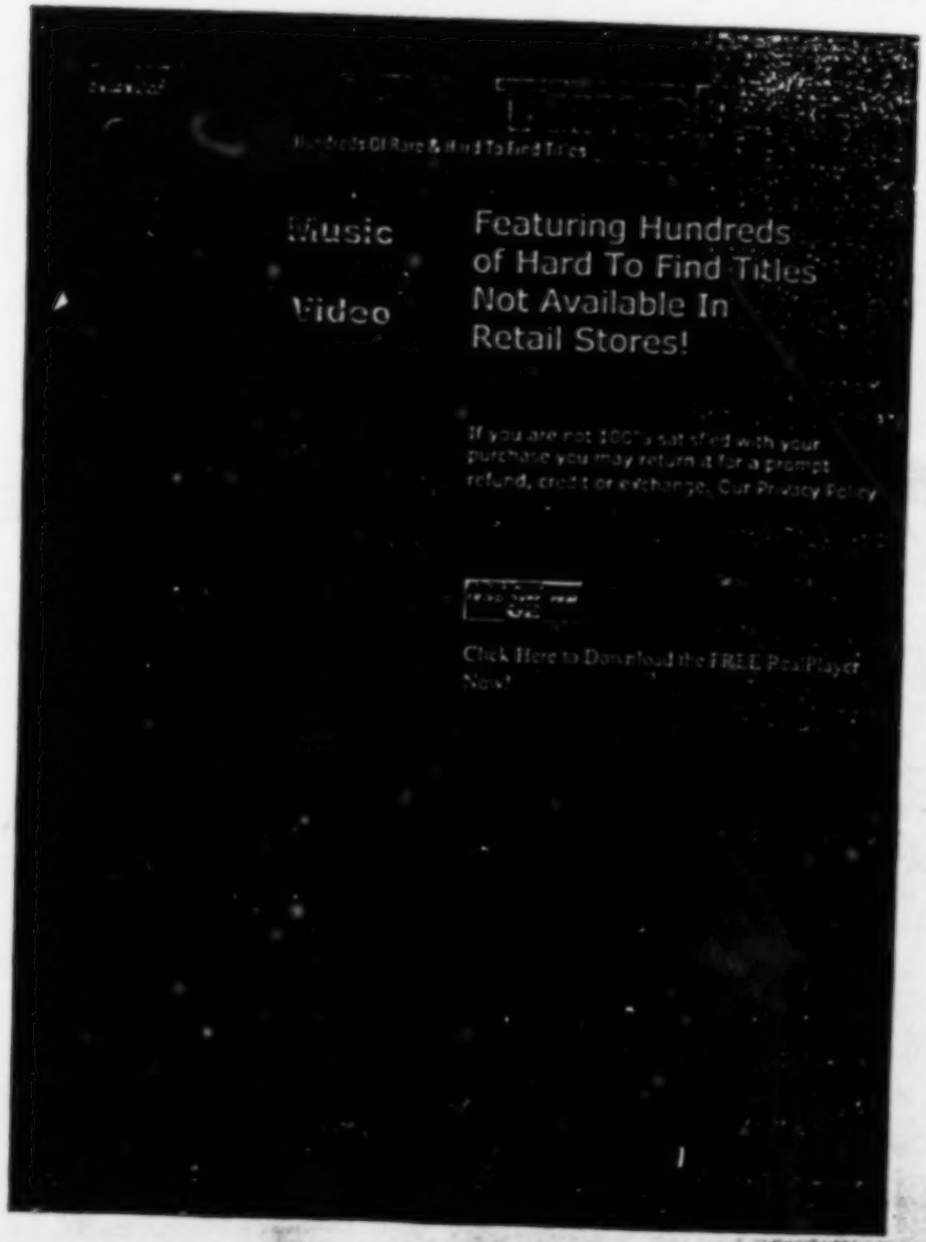
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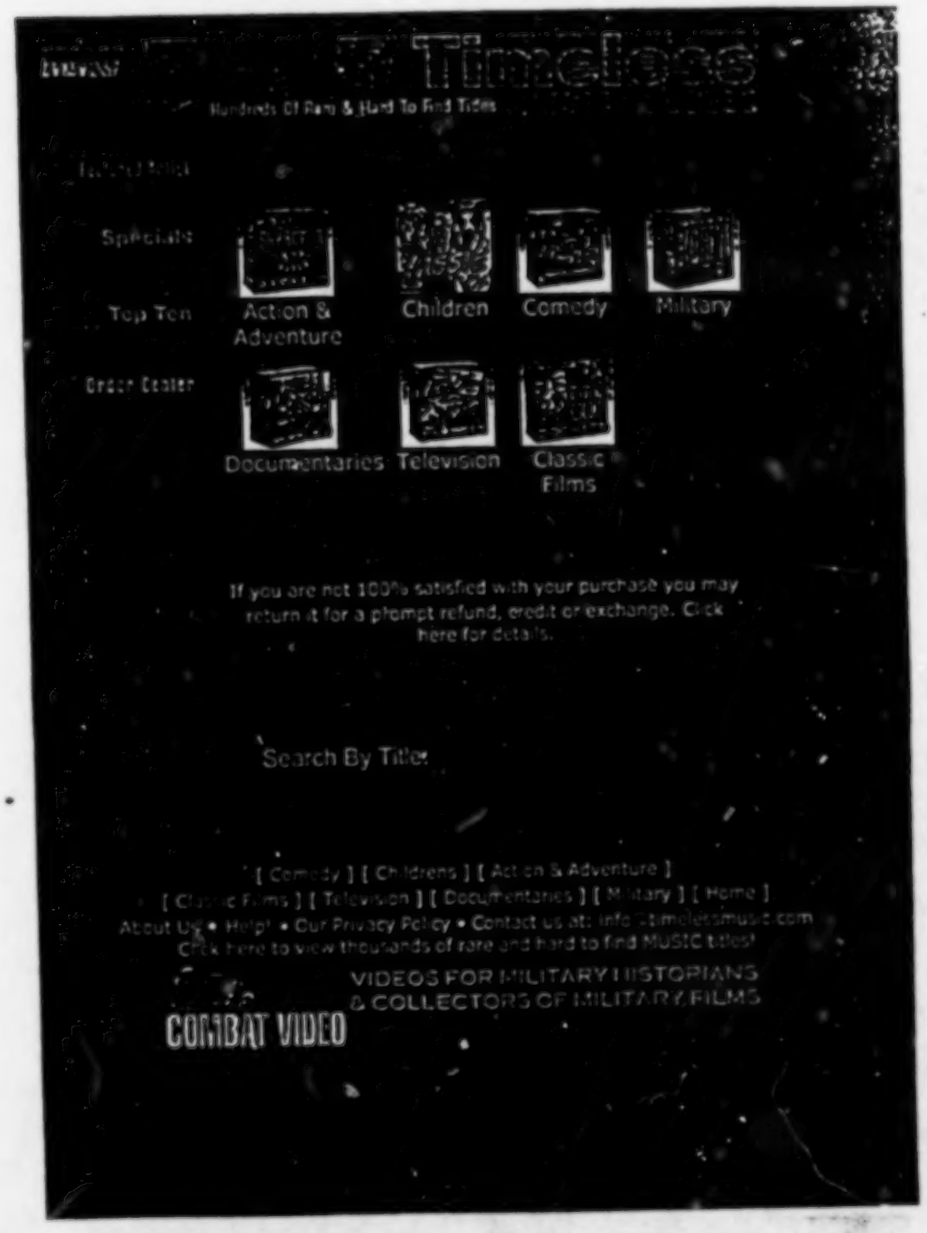
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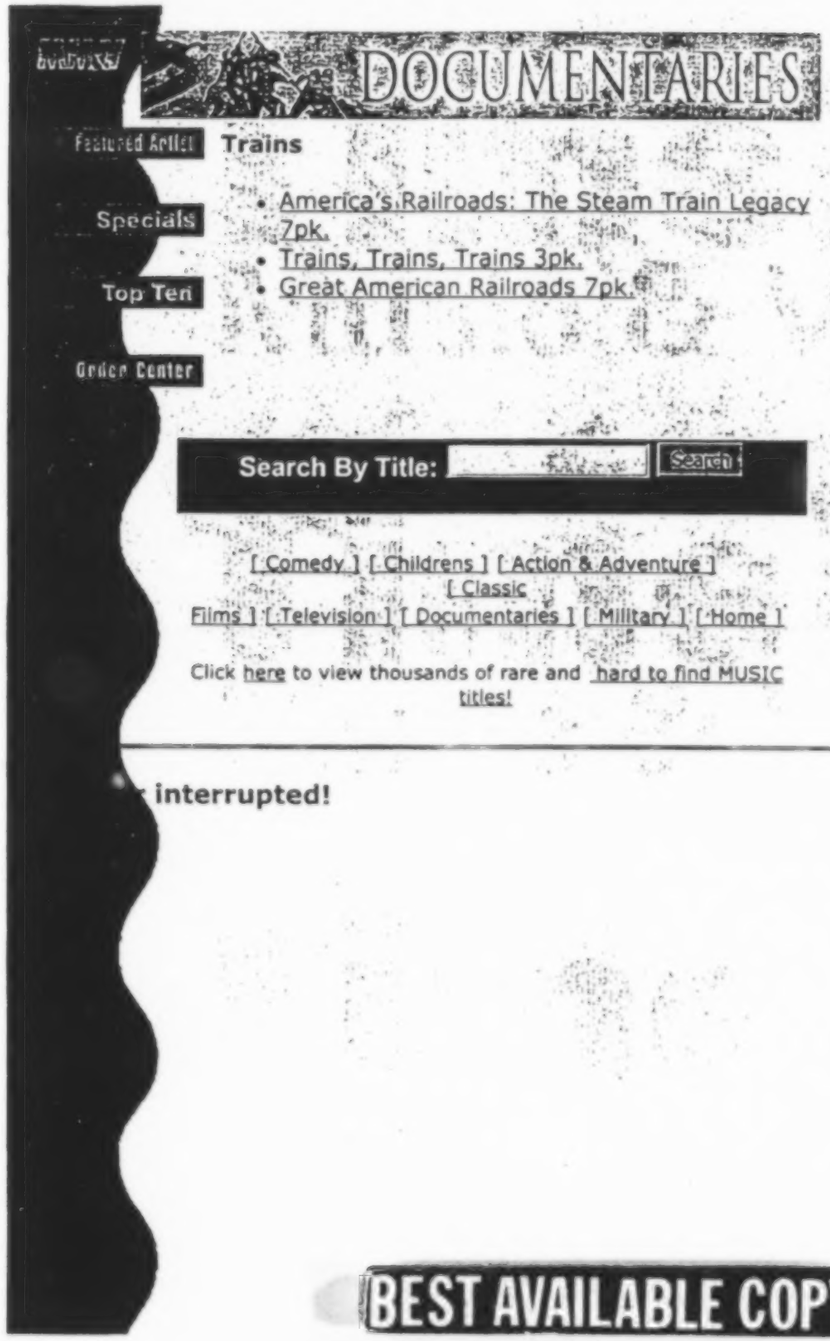
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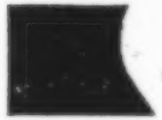

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C & C REPORTING

SUBJECT: CRUSADE IN EUROPE.

CRUSADE IN EUROPE was a television series, comprised of twenty-six twenty-minute World War II documentary films, produced by The March of Time and Twentieth Century-Fox. CRUSADE film prints were distributed for firtruns beginning Thursday, May 5, 1949 on national ABC television network stations, with national sponsors Life and Time magazines. CRUSADE film prints were then syndicated for reruns beginning in 1950 on various local television stations, with various local and regional sponsors: CRUSADE film prints were also available for non-theatrical distribution to schools, libraries, industry, church groups, the armed forces, etc.

In Catalog of Copyright Entries, Third Series, Motion Pictures and Filmstrips, January-June 1953, published by the Copyright Office, The Library of Congress, Washington, D.C. in 1953 ... the entire CRUSADE IN EUROPE series was listed as registered for copyright as a single work during the six-month period covered by the catalog. The listed registration reads, (c) Twentieth Century-Fox Film Corp.: 5May49, MP3429. "MP3429" is the registration number, Class "M" is motion pictures other than photoplays, "P" is a published work, "5May49" is the publication date, and "Twentieth Century-Fox Film Corp." is the claimant. The listed registration does not cite a basis or inclusion of any previous work(s). For the listed registration, no renewal registration could be found during 1976-77, and the registration then expired. The listed registration may have also been initially invalid, as there is a discrepancy found with the actual film prints, whose copyright notice claimant name reads, "Twentieth Century-Fox Television Productions".

In the early days of television in the United States, during the 1940's and 1950's, some major movie production-distribution companies were reluctant to become too involved in the new medium, because of conflicting theatrical/exhibition interests. One such movie company, Twentieth Century-Fox, initially allowed their productions to be distributed to tv by others. So at first, CRUSADE was syndicated by The March of Time Television Sales Department. Circa 1955, syndication was assumed by Unity Television Corp. Circa 1958, syndication was assumed by Screen Gems, Inc., television subsidiary of Columbia Pictures Corp. Circa 1962, syndication was at last assumed by Twentieth Century-Fox Television, Inc. But circa 1970, domestic syndication was no longer listed in the major U.S. tv trade publications. Perhaps the series had become too tough to sell, because of its age and its odd short individual running times. But CRUSADE IN EUROPE had enjoyed a twenty-year span of active if convoluted distribution, difficult if not impossible to fully account at this late date.

Ronnie James

Ronnie James
Friday, January 29, 1999

001119

40-1

Crusade in Europe television series. Head credit sequences.

Part 1, "Prelude to War"

H1: Life and Time Present
Crusade in Europe

H1: Life and Time, the weekly newsmagazine, Prgsent
H2: Crusade in Europe
Copyright MCMXLIX by Twentieth Century-Fox Television Productions
H3: by Dwight D. Eisenhower
H4: A March of Time Production
H5: by arrangement with 20th Century-Fox
H6: Edited by Arthur Tourtellot
Adapted for Television by Fred Feldkamp
Assisted by Allen Dibble
Researched by Nancy Hill
H7: Film Editors, Jack Bush, Wolf Matthiessen
Audio Effects, Jack Shaindlin
H8: Librarian, William Kilcullen
Assistant Film Editors, Larry Kreeger, Louise Logue, Anna Lang, Martha Schwarz, Sally Lindsay
H9: Production Manager, Robert W. Schofield
Directors, George R. Black, Jack Glenn, Grey Lockwood, Len Lye, William C. Zubiller
H10: Camera, Nick Cavaliere, John Geisel, Charles Gilson, Richard Maedler
Sound, A.A. Girolami, W.K. Hawk
H11: Narration by Westbrook Van Voorhis
Quotes from Eisenhower by Maurice Joyce
H12: This pictorial record of man's greatest feat of arms could never have been assembled without the historical action films made by
H13: U.S. Army, U.S. Navy, U.S. Coast Guard, British Ministry of Information, National Film Board of Canada, Newsreel Pool Cameramen
H14: Produced by Richard de Rochemont

Parts 2-18

H1: Crusade in Europe (ABC network prints, presented by Life and Time)
H2: This Is A Syndicated Feature of the American Broadcasting Company

H1: Crusade in Europe
Copyright MCMXLIX by Twentieth Century-Fox Television Productions
H2: by Dwight D. Eisenhower
H3: A March of Time Production
H4: by arrangement with 20th Century-Fox
H5: Adapted for Television by Fred Feldkamp
Assisted by Allen Dibble
Film Editors, Jack Bush, Wolf Matthiessen
Narration by Westbrook Van Voorhis
Quotes from Eisenhower by Maurice Joyce
H6: This pictorial record of man's greatest feat of arms could never have been assembled without the historical action films made by
H7: U.S. Army, U.S. Navy, U.S. Coast Guard, The British War Office and The Ministry of Information, The National Film Board of Canada.
H8: Edited by Arthur Tourtellot
H9: Produced by Richard de Rochemont

Parts 19-26

H5: substitute. Narration by Hugh James

0011-0

NET SHIPMENTS: CAMPAIGNS IN EUROPE 30173/ Z30173

10/95:	3	07/97:	211
11/95:	3	08/97:	162
12/95:	1	09/97:	891
01/96:	5	10/97:	1746
02/96:	111	11/97:	2256
03/96:	259	12/97:	2140
04/96:	97	01/98:	145
05/96:	140	02/98:	24
06/96:	282	03/98:	672
07/96:	156	04/98:	2640
08/96:	567	05/98:	1433
09/96:	1	06/98:	378
10/96:	2422	07/98:	260
11/96:	2142	08/98:	(1138)
12/96:	2149	09/98:	225
01/97:	1227	10/98:	1544
02/97:	1140	11/98:	1249
03/97:	2948	12/98:	1126
04/97:	739	01/99:	344
05/97:	1507	02/99:	201
06/97:	1156	03/99:	414
		04/99:	380
		05/99:	(587)
		06/99:	3
	TOTAL		33,774

sjh
7/27/99
EDI

EXHIBIT NO. 61
C & C REPORTING

61-1

S.App.54

AMPAIGNS IN EUROPE: MONTHLY SHIPMENTS/RETURNS: 07/01/99 - 07/31/00

MONTH	OUTBOUND	(RETURNS)	NET
07/99	42	(54)	(12)
08/99	77	(81)	(4)
09/99	11	(24)	(13)
10/99	1,109	(5)	1,104
11/99	538	(11)	527
12/99	312	(10)	302
01/00	10	(131)	(121)
02/00	52	(22)	30
03/00	46	(16)	30
04/00	-0-	(2)	(2)
05/00	-0-	(17)	(17)
06/00	6	(21)	(15)
07/00	1	(18)	(17)
	2,204	(412)	1,792
08/00	-0-	(5)	(5)

sjh
08/06/00
EDI

EXHIBIT
61-1A

S.App.55

EXHIBIT NO. 23
C & C REPORTING

August 14th, 1996

Dale Reed
30147 El Rio Lane
Junction City, OR 97448

Dear Dale:

Please find enclosed the scripts for Campaigns in Europe and Campaigns in the Pacific for our shoot next week. Just so you know, there are a few areas that don't quite flow just right, so I am trying to work these areas out before the shoot.

If you have any questions as you go through this please feel free to call us at any time.

Thank you.

Sincerely,

Jennifer Nolte

/jn

001020

23-1

S.App.56

CAMPAIGNS IN EUROPE

HELLO AND WELCOME TO ARMCHAIR THEATER'S PRESENTATION OF THE WORLD WAR TWO SAGA, CAMPAIGNS IN EUROPE. I'M YOUR HOST DALE REED. WORLD WAR II WAS AN EVENT OF IMMENSE MAGNITUDE IN THE WORLD'S HISTORICAL TIME LINE. IT WAS FOUGHT ACROSS SIX OF THE WORLDS' SEVEN CONTINENTS AND ON ALL OF IT'S OCEANS. SOME FIFTY MILLION PEOPLE WERE KILLED IN THIS TRULY GLOBAL CONFLICT AND HUNDREDS OF MILLIONS WERE WOUNDED. FOR SIX DARK YEARS FROM 1939 TO 1945, ARMIES MARCHED AROUND THE WORLD, CITIES WERE DESTROYED, BOUNDARIES WERE CHANGED AND NEW ALLIANCES WERE DEVELOPED. THIS TRULY WAS THE LARGEST EVENT IN HUMAN HISTORY. BUT THERE WERE MANY ELEMENTS IN THIS SIX YEAR STRUGGLE. THIS SEVEN VIDEO PROJECT FOCUSES ON THE STORIES OF THE CAMPAIGNS OF THE EUROPEAN THEATER OF WAR. YOU WILL SEE THESE EVENTS THROUGH THE EYES OF TOWERING HISTORICAL FIGURES SUCH AS CHURCHILL, ROOSEVELT, DeGAULLE, STALIN, HITLER AND MUSSOLINI. YOU WILL ALSO SEE MANY OF THE MILITARY ENGAGEMENTS THAT OCCURRED, NAMES THAT WILL ENDURE IN HISTORY, SUCH AS DUNKIRK, SALERNO, NORMANDY, STALINGRAD, AND TOBRUK. YOU WILL SEE THE GREAT GENERALS, EISENHOWER, PATTON, ROMMELL AND MONTGOMERY, WHO WERE THE MEN WHO MASTERMINDED SOME OF THE MOST AMAZING

BATTLES IN HISTORY. SO NOW HERE IS CAMPAIGNS IN EUROPE A KEY PART OF THE LAST GREAT CONFLICT THAT CLEARLY PITTED GOOD AGAINST EVIL ON A WORLD SCALE.

VOLUME 1 OF OUR SERIES STARTS WITH AN OVERVIEW OF THIS SEVEN VIDE SERIES SHOWING THE HISTORY OF THE MAJOR BATTLES IN EUROPE DURING WORLD WAR 2, WHICH TURNED OUT TO BE PART OF THE LARGEST AND MOST VIOLENT CONFLICT IN THE HISTORY OF MANKIND. YOU WILL SEE HOW THE SEEDS OF THE GREAT WAR WERE PLANTED. FROM THE RISE OF ADOLPH HITLER ONTO THE JAPANESE ATTACK ON PEARL HARBOR. WATCH HOW THE STATESIDE CIVILIAN MEN AND WOMEN WENT TO WORK TO BUILD THE GREAT FIGHTING MACHINE NEEDED TO PROVIDE THE ALLIES WITH THE TAST OF FINAL VICTORY. SO HERE NOW IS THE BEGINNING OF OUR JOURNEY THROUGH CAMPAIGNS IN EUROPE.

VOLUME 2 SHOWS THE ARRIVAL OF THE UNITED STATES TROOPS ON BRITISH SOIL AS THE FIRST STEP TO STOP THE ONSET OF NAZI SOLDIERS FROM TAKING OVER MOST OF FREE EUROPE. AT THE SAME TIME, THE HOME FRONT STARTS PRODUCING WAR MATERIALS 24 HOURS A DAY, SEVEN DAYS A WEEK. WATCH THE FIRST ALLIED INVASION TAKE PLACE IN NORTH AFRICA AS THE ALLIED WAR PLAN UNDER GENERAL DWIGHT D.

EISENHOWER START TO TAKE SHAPE. SEE GENERAL ERWIN ROMMEL "THE DESERT FOX" LEAD THE HARD DRIVING AFRIKA KORPS AGAINST THE FRESH ALLIED INVADERS. HERE NOW IS LAUNCH PAD ENGLAND.

VOLUME 3 DEMONSTRATES HOW IMPORTANT THE ITALIAN BATTLES WERE TO THE FUTURE HOPES OF THE ALLIES. FROM THE INVASION OF SICILY ONTO THE MAIN THRUST UP THE ITALIAN BOOT, EVERY INCH FOUGHT IN RUGGED TERRAIN WITH ENDLESS SIEGES BEING THE ULTIMATE OUTCOME. FINALLY THE WILL OF THE ITALIAN PEOPLE WAS HEARD AND BENITO MUSSOLINI WAS SHOT AND HUNG IN A PUBLIC SQUARE RESULTING IN THE ITALIANS NO LONGER HAVING TO FIGHT SIDE BY SIDE WITH THE GERMANS. THE NAZIS WERE ON THEIR OWN. AND NOW...INVASION OF SICILY.

VOLUME 4 IN OUR SERIES IS CALLED CODE NAME: OVERLORD, THE SECRET NAME OF THE PLANNED ALLIED INVASION OF "FORTRESS EUROPE" ON THE RUGGED NORMANDY COAST. ON JUNE 6TH, 1944, THE MIGHTIEST STRIKING FORCE IN THE HISTORY OF WARFARE WAS CROSSING THE ENGLISH CHANNEL IN THE GREATEST AMPHIBIOUS ASSAULT EVER ATTEMPTED. AFTER A BLOODY OPENING ATTACK, THE DESIRED FOOTHOLD WAS ACHIEVED AND A TORRENT OF MEN AND

SUPPLIES WAS FLOWING ACROSS THE FORMERLY ENEMY HELD BEACHES. THE BEGINNING OF THE END HAD STARTED. HERE NOW IS CODE NAME: OVERLORD.

VOLUME 5 SHOWS THE ALLIES PUSH TO FREE PARIS FROM THE HANDS OF THE ENEMY, AND AT THE SAME TIME THE ALL IMPORTANT SUPPLY LINES WERE KEEPING THE ADVANCING ARMY ON THE GO AGAINST A STILL DANGEROUS FOE. SEE THE GI'S APPROACH THE FRONTIERS OF THE REICH. WATCH AS THEY ENCOUNTERED PREPARED DEFENSES, MAJOR RIVERS, MOUNTAINS AND FORESTS AND THE WORST EUROPEAN WEATHER IN 30 YEARS. VICTORY MAY BE AHEAD, BUT THE JOURNEY WAS NOT AN EASY ONE. AND NOW, HERE IS: A FREE PARIS.

VOLUME 6 IN OUR STORY SHOWS THE CLIMAX OF THE GREAT AERIAL WAR AGAINST THE LUFTWAFFE AS THE US WINS THE SKY BATTLE AND GAINS CONTROL OF THE AIR. SEE HOW THE MIGHTY BATTLE OF THE BULGE CATCHES THE ALLIES OFF GUARD. WATCH THE VITAL CROSSING OF THE RHINE. WITH THE NAZI EMPIRE COLLAPSING, AND THE ALLIES ADVANCING AT WILL, HITLER COMMITTED SUICIDE IN A BUNKER BENEATH THE RUINS OF HIS HEADQUARTERS. THE END WAS NEAR...HERE NOW IS AIR WAR IN EUROPE.

S.App.60

THE LAST AND FINAL CHAPTER IN OUR SAGA, IS VOLUME 7, WHICH GIVES US A REVIEW OF THE CAMPAIGNS THROUGH THE EYES OF THE MASTERMIND OF THE ALLIES VICTORY, SUPREME COMMANDER DWIGHT D. EISENHOWER. WATCH THE RESTORING OF THE EUROPEAN GOVERNMENTS AND THE REBUILDING OF THE CITIES AND FINALLY THE EMERGING ROLE OF THE USSR AND JOSEPH STALIN AS A WORLD POWER. AND NOW THE END OF OUR SERIES FEATURING: EISENHOWER'S THOUGHTS.

001025

THIS AGREEMENT, made in New York, New York this 20 day of November, 1948, by and between DOUBLEDAY & CO., INC., a New York corporation (hereinafter designated as the "Owner"), party of the first part, and TWENTIETH CENTURY-FOX TELEVISION PRODUCTIONS, INC., a New York corporation (hereinafter designated as the "Purchaser"), party of the second part;

W I T N E S S E T H:

FIRST: (a) The Owner represents and warrants to the Purchaser that the following statements are true and correct in all respects:

1. The literary work entitled "CRUSADE IN EUROPE" (hereinafter called the "literary property") is an original, factual account of the European phase of World War II and the sole author of the literary property is General Dwight D. Eisenhower (hereinafter called the "Author").

2. The literary property, which has not yet been published anywhere in the world, is scheduled for publication in book form by the Owner on or about November 22, 1948. In addition, a serialization of the literary property will be published in New York Herald Tribune commencing with the issue of November 7, 1948, and publication of the literary property in book form and by newspaper serialization is planned in various foreign countries.

3. No copyright has yet been effected in the literary property nor has any registration relating to copyright protection therein been made. After the aforesaid publication of the literary property, the same will be registered for copyright by and in the name of the Owner in the Office of the United States Register of Copyrights.

4. No motion picture, dramatic, television or other presentation of the literary property has been manufactured or presented. Neither the Author nor the Owner have heretofore made any contracts or commitments of any kind whatever relating to the motion picture, dramatic, radio, television or other rights in the literary property, excepting only with respect to the publication thereof above described and with respect to the television rights granted by the Owner to the Purchaser under this agreement.

(b) The Owner further represents and warrants to the Purchaser that the Author did not adapt the literary property from any literary, dramatic or other work of any kind, nature or description; that the Author did not copy or use in said literary property the plot, scenes, sequence or story of any other literary work; that the said literary property does not infringe upon the common law or statutory rights of any other literary or other work and is not in the public domain in any country in the world, and that the literary property does not libel, invade the right of privacy or otherwise violate the common law or statutory rights of any person, firm or corporation throughout the world.

(c) The Owner further represents and warrants to the Purchaser that the Author has heretofore duly granted to the Owner all of the rights granted in this agreement by the Owner to the Purchaser; that the Owner now is the exclusive proprietor throughout the world of the said rights so granted; that excepting as aforesaid neither the Owner nor the Author has heretofore assigned, licensed or in any manner encumbered or impaired the said rights or committed any act of omission or commission by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright in the literary property or in the said rights so granted by the Owner to the Purchaser. The Owner does hereby and will at all times indemnify and save harmless the Purchaser, its successors, assigns, distributees and licensees forever, of and from any and all claims, demands, action and actions, cause and causes of action, costs, damages, legal fees, expenses, judgments and penalties, or any thereof, which may be made or obtained against, imposed upon or suffered by the Purchaser and its successors, assigns, distributees and licensees, or any of them, by reason of any breach by the Owner of any representation or warranty contained in this paragraph.

SECOND: (a) The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns, for and during a term of six (6) years after the date of this agreement, the sole and exclusive television rights

(as hereinafter defined) in and to the literary property.

(b) For the purposes of this agreement, the term "television rights" shall be defined to mean and to include the sole and exclusive right, throughout the world, to project the literary property, or any version or part thereof, by the method known as television or any process analogous thereto whereby scenes or views are transmitted and reproduced visually, theatrically and/or non-theatrically, and to effectuate the foregoing purposes but limited thereto, said "television rights" shall include the right to dramatise, condense, revise, change the sequence and/or to adapt one or more versions of said literary property; to use said literary property or versions or adaptations thereof, or any part of the same, in or in conjunction with motion pictures or other material and/or for narration therewith; to mechanically produce, reproduce and license the reproduction of spoken words, taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of, or supplementary to motion pictures in 35mm, 16mm or any other size; to produce said literary property or any version or part thereof on electrical or other transcriptions or devices useful in such transmission and reproduction on television or other process analogous thereto and in conjunction therewith to broadcast the literary property by radio

or any process analogous thereto; to make, produce, adapt, sell, lease, rent, exploit, perform and generally deal in and with any and all such motion picture or other versions of said literary property, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and to do all such other things as may now or hereafter be necessary or convenient in connection with the said projection of the said literary property on television, or any such process analogous thereto, during the term of this agreement. It is understood that the literary property may not be used by the Purchaser for projection on any process except the aforesaid television or analogous processes. All rights in the literary property are reserved to the Owner except to the extent granted to the Purchaser under this agreement.

THIRD: In full consideration of the rights herein assigned and granted by the Owner to the Purchaser, the Purchaser shall pay to the Owner the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), receipt of which the Owner hereby acknowledges.

FOURTH: The Purchaser shall be under no obligation to exercise or put to use any of the rights acquired by the Purchaser hereunder.

FIFTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner, any and all suits and

proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted. The Owner does hereby assign and set over to the Purchaser any and all cause or causes of action arising or resulting by reason of or based upon such infringement or infringements and does hereby assign and set over to the Purchaser any and all recoveries obtained in any such action. The Owner agrees that the Owner will not compromise, settle or in any manner interfere with such litigation, if brought, and the Purchaser does hereby agree to indemnify and save harmless the Owner from any costs or damages that may arise by reason of any such suits or proceedings.

SIXTH: (a) The Owner understands that the Purchaser intends, but is not obliged, in the exercise of the television rights acquired by the Purchaser hereunder, to use or cause the use of portions of the literary property and/or adaptations or versions thereof in or as part of the narration for motion pictures of documentary or newsreel library character and the Owner acknowledges that for such purposes new material will be required therein in the revision and editing thereof necessary therefor. If the Purchaser proceeds as aforesaid, the Purchaser agrees that it will first mail to the Owner a copy of such narration for the sole purpose of permitting the Owner to ascertain whether or not

said narration includes new material (hereinafter called "new material") which is not in the literary property and differs substantially from any part thereof. If said narration contains such new material which the Owner reasonably believes would materially and adversely affect the reputation of the Author and if the Owner shall so notify the Purchaser in writing within forty-eight (48) hours after the Purchaser has so mailed such narration to the Owner, then and in that event only, the Purchaser agrees to cause such new material concerning the Author to be eliminated from said narration or to be revised to meet the objections of the Owner thereto.

(b) In addition, with respect to each of the aforesaid motion pictures, if any, which shall contain photographic material which is not presently existing and which shall have been made especially for such motion picture (hereinafter called "new photography") the Owner shall have the right, if it so desires, to view such motion picture prior to the scoring thereof, and if the Owner reasonably believes that the new photography therein would materially and adversely affect the reputation of the Author and if the Owner shall so notify the Purchaser immediately after such viewing (with written confirmation thereof that day), then and in that event only, the Purchaser agrees to cause said new photography to be eliminated from said motion picture or to be revised to meet the objections of the Owner thereto.

(c) Anything in this agreement to the contrary notwithstanding, in no event shall any of the aforesaid motion pictures incorporate new photography of any actor impersonating the Author or any other person mentioned in the literary property and identified by name therein, nor shall there be included in any such motion picture any re-enactment of any scene or incident depicted in the literary property. The names of the narrators whose voices are recorded on the sound track of the said motion pictures shall be announced therein and each such motion picture shall identify the literary property by its title and author.

(d) In the event that the Purchaser shall at any time desire to present, or cause to be presented, all or any one or more of the aforesaid motion pictures on a television program which is commercially sponsored, the Purchaser shall give written notice to the Owner of the name of such proposed commercial sponsor or sponsors. In such event, if the Owner reasonably believes that such proposed sponsorship of said television program by said named sponsor or sponsors will materially and adversely affect the reputation of the Author and if the Owner so notifies the Purchaser in writing within forty-eight (48) hours after the Purchaser shall have so notified the Owner of the name of said sponsor, then and in that event only, the Purchaser agrees that said

television program shall not be sponsored by said named sponsor or sponsors, but the Purchaser shall, of course, have the right to notify the Owner of the names of other proposed sponsors in the same manner and under the same conditions as above set forth.

SEVENTH: The Owner hereby grants to the Purchaser the right to publish, copyright or cause to be copyrighted and published, in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers and/or shall separate booklets), synopses, revised and/or abridged versions of the literary property, not exceeding 7,500 words each, adapted from the literary property or from any version thereof produced hereunder, but solely for the purpose of advertising or exploiting any of said versions of the literary property produced pursuant to this agreement.

EIGHTH: The Owner agrees to execute, and to procure the execution by others, and to deliver to the Purchaser, any further instruments necessary to convey, assign and copyright the rights in the literary property herein granted in any country throughout the world. In the event that the literary property is here-

inafter published in the United States and/or in any foreign country throughout the world, the Owner agrees to cause to be taken and completed any and all acts and proceedings required by the law of the country within which such publication occurs to secure copyright therein and to prevent the literary property from falling into the public domain by reason of such publication.

NINTH: The Purchaser agrees that it will not enter into any contract with any motion picture theatre whereby the Purchaser grants the right to project the literary property by television on the motion picture screen in said theatre.

TENTH: This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No waiver by either party hereto of any breach by the other party of any provision hereof shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof. No failure by either party to exercise any right or privilege herein provided for shall be deemed a waiver by such party of its right to exercise a similar or other right or privilege in conformity with the provisions hereof at any other time ortimes.

ELEVENTH: All written notices to the Purchaser shall be addressed and sent by United States mail to the Purchaser at 444 West 56th Street, New York, New York, and all written notices and narrations to be sent to the Owner shall be sent by United States mail to the Owner at 14 West 49th Street, New York, New York.

TWELFTH: This agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. This agreement supersedes all previous representations, understandings and agreements, oral or written, between the parties with respect to the subject matter hereof.

THIRTEENTH: This agreement cannot be amended, modified or changed in any way whatsoever excepting only by written instrument duly executed by an authorized officer of each party.

FOURTEENTH: This agreement is being made by the parties hereto in the State of New York and the parties agree that all questions concerning the construction of this agreement and all other matters arising hereunder are to be determined by and under the laws of the State of New York.

FIFTEENTH: The Owner agrees that, except to the extent that exclusive motion picture rights for tele-

vision are granted to the Purchaser under this agreement, the Owner will not grant any motion picture rights in the literary property, or any license or rights therein, for a period of ninety (90) days after the date of this agreement.

IN WITNESS WHEREOF, the undersigned have executed these presents the day and year first above written.

DOUBLEDAY & CO., INC.

By _____

TWENTIETH CENTURY-FOX TELEVISION PRODUCTIONS, INC.

By _____
President

S.App.73

AGREEMENT, dated December 3 , 1948, between TIME, INCORPORATED, a New York corporation (hereinafter referred to as "Time"), and TWENTIETH CENTURY-FOX TELEVISION PRODUCTIONS, INC., a New York corporation (hereinafter referred to as "Fox");

W I T N E S S E T H :

WHEREAS, Fox has acquired for a term of years the exclusive right to project on television (but not otherwise) motion pictures based upon or illustrating parts of the work entitled "CRUSADE IN EUROPE", by Dwight D. Eisenhower; and

WHEREAS, Fox desires that Time produce for Fox the motion pictures which are hereinafter described and which will be suitable for such projection on television;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto agree as follows:

FIRST: (a) Time agrees to produce and deliver to Fox the motion pictures hereinafter described, suitable for projection on television, and based upon or illustrating the work entitled "CRUSADE IN EUROPE", by Dwight D. Eisenhower.

Each of said motion pictures is hereinafter referred to as a "Picture" and said motion pictures are hereinafter referred to collectively as the "Pictures". The Pictures which shall be so produced and delivered by Time to Fox shall be twenty-six (26) in number.

(b) At least four (4) days prior to the scoring of each Picture, Time agrees to prepare a script of such Picture and to deliver three (3) copies thereof to Fox. If Fox shall give written notice to Time within said four (4) days that such script includes material believed by Doubleday & Co., Inc. (the owner of the copyright with respect to "CRUSADE IN EUROPE") to adversely affect the reputation of General Eisenhower or which Fox believes will involve Fox in liability, then Time agrees to eliminate such material from said Picture and to substitute other material in lieu thereof which shall not be subject to such objection.

(c) In addition, if Fox shall so request, Time will give Fox and Doubleday & Co., Inc. the right to view any Picture which contains photographic material originally photographed for such Picture (hereinafter called "new photography") prior to the scoring of such Picture. If Doubleday reasonably believes that the new photography in such Picture materially and adversely affects the reputation of Dwight D. Eisenhower and if Fox shall so notify Time immediately after said view-

ing, with written confirmation on the same day, then and in that event only, Time agrees to eliminate such new photography or the objectionable part thereof from such Picture and to substitute other material in lieu thereof which Time reasonably believes will not be subject to such objection; provided, however, that if Doubleday shall object to the said substituted material on the aforesaid grounds, Time shall not be obligated to make any further substitution therefor unless Fox shall pay the reasonable cost to Time for so doing.

(d) Time shall not include in any of the Pictures any new photography of an actor impersonating Dwight D. Eisenhower or any other person (or scene with such person therein) who is identified by name in the work entitled "CRUSADE IN EUROPE", nor shall there be included in any Picture any re-enactment of any scene or incident in said work. The names of the narrators whose voices are recorded on the sound tracks of said Pictures and the title and name of the author of said work "CRUSADE IN EUROPE" shall receive credit on the title cards of each of said Pictures.

SECOND: Time agrees to deliver to Fox one (1) of said Pictures each week, commencing not later than the week ending on Saturday, March 5, 1949, subject to delays caused by any substitutions required under the provisions of paragraphs (b) and (c) of Article FIRST hereof. Each Picture shall be

approximately 1,800 feet in length, with a sound track which shall have narration and sound recorded thereon, but not music unless and until Fox shall give notice to Time, in the manner hereinafter provided, that Fox desires music to be recorded on the sound tracks of the Pictures.

THIRD: Delivery by Time to Fox of each Picture must consist of delivery of the following material at the office of Fox in New York, New York, at the sole cost of Time:

(1.) One (1) positive print of said Picture, fully cut and edited, ready and suitable for public exhibition.

(2.) One (1) complete duplicate negative and one (1) complete sound track negative, both of which cut and conformed to the positive print referred to in subdivision (1) above, and which shall be suitable for the making of positive prints therefrom.

(3.) Ten (10) copies of the narration of said Pictures; and

(4.) If said Picture contains any music, ten (10) copies of the cue sheets of all such music recorded in said Picture, giving the name of the composition, the composers, the publishers and the usages, showing the film footage and running time for eachcue, together with photostatic copies of the licenses for the use of each such musical number recorded in said Picture and

copies of all musical material recorded in said Picture not covered by music licenses.

FOURTH: (a) Fox represents and warrants to Time (i) that it has heretofore acquired from Doubleday & Co., Inc. and now owns the right to cause motion pictures to be made based upon or illustrating the work entitled "CRUSADE IN EUROPE", by Dwight D. Eisenhower, for the sole purpose of projecting or causing the same to be projected on television, and Fox hereby licenses Time to produce the Pictures pursuant to the aforesaid grant by Doubleday & Co., Inc. to Fox; (ii) that said Doubleday & Co., Inc. has represented to Fox and its assigns that said work "CRUSADE IN EUROPE" does not nor will the inclusion of any part thereof in any motion picture for projection on television, violate or infringe upon any copyright, patent, literary, artistic, dramatic, personal, private, civil or property right, right of privacy or any other right of any individual, firm, corporation or association, and (iii) that it will not exhibit or permit to be exhibited any of the Pictures other than on television without first acquiring the right to so exhibit the Pictures in such manner.

(b) Fox shall indemnify, defend and hold harmless Time from and against any and all loss, liability and expense resulting from any claim, demand or suit which may be made, asserted or brought against Time by reason of any breach of representation or warranty contained in subparagraph (a) of this paragraph FOURTH and of which Fox shall be

given written notice by Time within ten days after the same shall have been made, asserted or brought. Fox, through its own counsel, shall conduct the defense of any such suit or action, pay any judgment recovered against Time with respect thereto and shall reimburse Time in full for any necessary expenses (including fees of Time's counsel) incurred by Time in connection with the defense thereof.

FIFTH: (a) Time represents and warrants to Fox as follows:

(1) that it will not in the production of Pictures (i) use any music copyrighted in the United States of America or elsewhere without first obtaining the written license or consent of the copyright proprietor thereof or his authorized agent or trustee to use such music, and (ii) permit any person to appear in any material originally photographed by Time for any of such pictures, other than Dwight D. Eisenhower, without obtaining a right of privacy release from such person;

(2) that any of the material originally photographed by Time for any of such Pictures, or the publication thereof, will not violate or infringe upon any trade-mark, trade-name, copyright, patent, literary, artistic, dramatic, personal, private, civil, or property right, right of privacy or any other right, of any individual, firm, corporation or association within the United States except Dwight D. Eisenhower;

(3) that there will not be outstanding any claims, liens, encumbrances, rights, licenses or privileges against, to or in the Pictures which will interfere with the rights herein granted to Fox;

(4) that Time will not exhibit or distribute, or knowingly cause to be exhibited or distributed, any of the Pictures or any part thereof originally photographed by Time for inclusion in any of such Pictures, anywhere in the world, in any form or media, except pursuant to this agreement, and

(5) that Time shall pay in due course all necessary sound recording royalties payable to Radio Corporation of America as distribution charges in connection with the sound recording of each Picture;

provided, however, that with respect to any claims or liabilities which may arise by reason of (i) any incomplete showing of any of the Pictures or any use whatsoever of any material contained in any of the Pictures except in a complete showing thereof, (ii) any changes, additions or deletions made in, to or from such Picture as delivered by Time to Fox without the consent of Time, or (iii) any material included in any of the Pictures at the request of Fox which Time shall advise Fox in advance of publication would in its opinion constitute a breach of any such

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representation or warranty, Time makes none of the representations or warranties set forth in subparagraphs 1, 2 and 3 above. Time makes no warranties, express or implied, other than those expressly stated above.

(b) Time shall indemnify, defend and hold harmless Fox from and against any and all loss, liability and expense resulting from any claim, demand or suit which may be made, asserted or brought against Fox by reason of any breach of any representation or warranty contained in subparagraph (a) of this paragraph FIFTH and of which Time shall be given written notice by Fox within ten days after the same shall have been made, asserted or brought. Time, through its own counsel, shall conduct the defense of any such suit or action, pay any judgment recovered against Fox with respect thereto, and shall reimburse Fox in full for any necessary expenses (including fees of Fox's counsel) incurred by Fox in connection with the defense thereof.

SIXTH: Upon receipt by Time of the respective payments under this agreement for each Picture, Fox shall have and Time hereby grants, conveys and assigns to Fox, its successors and assigns forever, the respective Pictures and the negative and positive prints thereof and sound tracks therefor and all rights of any and every nature which Time may have

therein including, without limitation, any worldwide common law and statutory copyright therein and all renewals of such copyrights, and the right to register and retain all such renewals of copyright. Time reserves to itself a non-exclusive royalty free license to reproduce and use the separate photographic clips in said Pictures, other than photographic material made especially therefor, in any manner it may legally so do but in no event in connection with the work entitled "CRUSADE IN EUROPE" or in the sequence in which said clips are used in said Pictures.

SEVENTH: In full consideration for the Pictures, and all rights therein granted hereunder, and for full performance by Time of all of its obligations under this agreement, Fox shall pay to Time for each of said Pictures the following amounts:

(1) The sum of ELEVEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($11,250) for each such Picture, which amount shall be paid by Fox to Time within ten (10) days after the delivery by Time to Fox of such Picture;

(2) In the event that music shall be recorded in any Picture at the request of Fox, as herein provided, Fox shall pay to Time for such Picture such additional amount as Time shall have reasonably and actually paid to the American Federation of Musicians or members thereof for the right so to record said music.

With respect to each Picture on which said amount is payable, Fox shall pay said amount to Time at the same time that it pays the amount payable for said Picture under subdivision (1) above, and Time shall furnish Fox with copies of receipts for all amounts so paid to the American Federation of Musicians or members thereof.

(3) In the event that Fox shall receive any revenue from the distribution or sale of the Pictures or any part thereof (including any feature version thereof as described in Article EIGHTH hereof) other than in connection with their exhibition on television, Fox will pay to Time ten percent (10%) of the net revenues which Fox shall receive therefrom until such time as Fox has recouped therefrom the amount, if any, by which the following shall exceed the gross revenue received by Fox from the distribution of the Pictures for projection on television:

(i) The amount paid by Fox to Time for all of the Pictures under subdivisions (1) and (2) of this Article but not under subdivisions (3) and (4) of this Article, and

(ii) The amount paid by Fox to Doubleday & Co. Inc. for the television rights in the work "CRUSADE IN EUROPE".

(iii) An amount equal to thirty percent (30%) of the gross revenue received by Fox from the distribution of said Pictures for projection on television.

After Fox shall have recouped the foregoing therefrom, Fox shall pay to Time quarterly fifty per cent (50%) of the net revenues which Fox actually receives from the distribution or sale of any of the Pictures or any part thereof, other than in respect of their exhibition on television. For the purposes of this subparagraph (3), net revenues received by Fox shall mean gross revenues less the then customary distribution charges of Fox in connection therewith and any print, promotion and other customary distribution expenses in connection therewith, and also the cost of any revision, alteration or condensation incurred in making any feature or other version pursuant to the provisions of this agreement. It is understood, of course, that Fox now owns the right to project on television (but not otherwise) motion pictures based on the work "CRUSADE IN EUROPE" and nothing herein contained shall be construed to constitute a representation by Fox that it owns or can acquire any other or additional rights otherwise to use said Pictures and Fox shall be under no obligation so to acquire or attempt to acquire any such rights to project such Pictures otherwise than on television.

(4) In the event that any additional amounts shall become payable to any actors or other persons appearing in any of the Pictures or to any musicians in connection

with music recorded with any of such Pictures, because of the exhibition of such Picture other than on television, Fox shall reimburse Time for such amounts of additional compensation upon receipt of a statement from Time of the amount thereof, provided, however, that the amount of such additional compensation shall not be at a rate in excess of that payable generally by the motion picture industry for such purpose; and provided further, that the amount of such compensation shall be deducted from the gross revenues received by Fox as defined in subparagraph (3) of paragraph SEVENTH hereof.

EIGHTH: In the event that Fox shall acquire the motion picture rights to the work "CRUSADE IN EUROPE" and shall desire to revise, alter or condense the Pictures into a feature motion picture for theatrical distribution, Fox shall first offer a contract for such revision, alteration or condensation to Time and shall award such contract to Time provided Time's price therefor is not greater than that of any other offer which Fox may receive for such work within the period of thirty (30) days thereafter and provided further that Fox shall not determine to make such revisions, alterations or condensations itself or by any other wholly-owned subsidiary corporation or Twentieth Century-Fox Film Corporation. Nothing herein contained shall be construed as a representation by Fox that it now has the right to do the foregoing or to obligate Fox to acquire or attempt to acquire the same.

NINTH: All of the contents (including the newsreel pictures, narration, sound, and any music therein) of the Pictures shall be determined by Time, subject to the provisions of this agreement, but Time acknowledges that the quality of the work entitled "CRUSADE IN EUROPE" and the high standing of its author require that all of the Pictures be of high standing and quality.

TENTH: Upon the request of Fox, Time shall advise Fox of the exact cost per Picture to Fox, under subparagraph (2) of paragraph SEVENTH hereof, of recording music in the Pictures. In the event that Fox shall then desire that there shall be music recorded in the Pictures at said cost to Fox, Fox shall give written notice thereof to Time. In such event Time shall cause appropriate music to be recorded in all Pictures delivered after receipt by Time of the said notice from Fox provided that Time shall be able to obtain the necessary clearance from the American Federation of Musicians and the owners of any necessary copyrighted music for use on television.

ELEVENTH: (a) All of the titles, including the motion picture credit titles on the prints of each Picture, shall be limited as to number and size and shall be prepared by Time, and Fox shall not make any changes therein. On the title cards of each Picture, credits shall be given to Time, Fox and American Broadcasting System, in such manner as Fox and Time shall both first approve.

(b) Subject to the provisions of Article FIFTH hereof, Fox shall have the right to make any eliminations in the Pictures after they have been delivered to Fox by Time. But Fox shall not make any interpolations or additions to the Pictures except as follows:

(1) If Fox requests Time to make said interpolations or additions and Time is agreeable so to do, then Time shall make same and Fox shall reimburse Time for the actual and reasonable cost to Time thereof.

(2) If Fox requests Time to make said interpolations or additions and Time is not agreeable so to do, or if Fox desires that the said interpolations or additions be made by Fox or its designee, then the same shall be made only after consultation between Fox and Time and subject to the approval of Time, which approval is not to be unreasonably withheld.

TWELFTH: Time shall not assign this agreement in whole or in part, without the prior written consent of Fox. Fox shall have the right to assign this agreement and the same shall enure to the benefit of its successors and assigns, provided, however, that Fox shall guarantee the obligations of its successors and assigns. Fox shall have the right to distribute the Pictures, and each thereof, through any agency or instrumentality which shall be selected by Fox, and there shall be no restrictions or limitations of any

kind whatsoever upon the absolute ownership by Fox of the Pictures, and each thereof.

THIRTEENTH: Nothing herein contained shall in any wise constitute a partnership between, or joint venture by the parties hereto or be construed to evidence the intention of the parties to constitute such. Neither of the parties shall hold itself out contrary to the terms of this Article, by advertising or otherwise, and neither party shall be or become liable or bound by any representation, act or omission whatsoever of the other party, contrary to the provisions of this Article. Fox shall make all contracts for the distribution, exhibition or in respect of the Pictures in its own name or that of a subsidiary, and not as agent for Time.

FOURTEENTH: No waiver by Fox or Time of any breach of any provision hereof shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision. No failure by Fox or Time to exercise any right or privilege herein provided for shall be deemed a waiver of such party's right to exercise a similar or other right or privilege in conformity with the provisions hereof at any subsequent time or times.

FIFTEENTH: All written notices, reports and remittances to Time shall be addressed and sent by

United States mail to Time at 369 Lexington Avenue, New York, New York, or at such other address as Time may hereafter from time to time designate by a notice in writing to Fox. All written notices to Fox shall be addressed and sent by United States mail to Fox at 444 West 56th Street, New York, New York.

SIXTEENTH: This agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and this agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof.

SEVENTEENTH: This agreement is being made by the parties in the State of New York and the parties agree that all questions of interpretation hereof and all other matters arising hereunder shall be governed by the laws of New York.

IN WITNESS WHEREOF, the undersigned have executed these presents the day and year first above written.

TIME, INCORPORATED

By _____

TWENTIETH CENTURY-FOX TELEVISION PRODUCTIONS, INC.

By _____

~~Executive Vice~~ President

16. 54

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Attorneys for Plaintiffs and Counterdefendants
Twentieth Century Fox Film Corporation, SFM
Entertainment LLC and New Line Home Video, Inc.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

TWENTIETH CENTURY FOX FILM CORPORATION, a Delaware Corporation, SFM ENTERTAINMENT LLC, a Delaware limited liability company, and NEW LINE HOME VIDEO, INC., a New York corporation,

Plaintiffs,

v.

DASTAR CORPORATION, an Oregon corporation, ENTERTAINMENT DISTRIBUTING, an Oregon corporation, and MARATHON MUSIC & VIDEO, an Oregon corporation,

Defendants.

DASTAR CORP., an Oregon corporation,

Case No. 98-7189 DT (Ex)

DECLARATION OF MARCY REED IN OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT AND MOTION TO DISMISS, AND IN SUPPORT OF PLAINTIFFS' AND COUNTERDEFENDANTS' CROSS-MOTION FOR SUMMARY ADJUDICATION OF ISSUES

Plaintiffs' and Counterdefendants' Cross-Motion
Date: December 6, 1999
Time: 10:00 a.m.
Place: Courtroom of the Hon. Dickran Tevrizian

Defendants' Motion
Date: November 22, 1999
Time: 10:00 a.m.
Place: Courtroom of the Hon. Dickran Tevrizian

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S.App.90

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TWENTIETH CENTURY-FOX TELEVISION
a Division of
Twentieth Century-Fox Film Corporation
P.O. Box 900
Beverly Hills, California 90213

June ~~March~~ 22, 1988

Doubleday, a division of
Bantam Doubleday Dell
Publishing Group Inc.
666 Fifth Avenue
New York, New York 10103

RE: "Crusade in Europe"

Gentlemen:

***Doubleday, a division of*

This letter will confirm the agreement between Bantam Doubleday Dell Publishing Group Inc. ("Licensor") and Twentieth Century-Fox Television, a Division of Twentieth Century-Fox Film Corporation ("Fox"), with respect to the distribution and exploitation of the Series of twenty-six (26) television programs entitled "Crusade in Europe", produced by Twentieth Century-Fox Television Productions, Inc.

Our agreement is as follows:

1. The following words and terms, as used in this Agreement, shall have the meanings ascribed to them respectively, as follows:

(a) "Programs" shall mean the Series of twenty-six (26) television programs entitled "Crusade in Europe", produced by Twentieth Century-Fox Television Productions, Inc.

(b) "Territory" shall mean the world.

(c) "Term" shall mean the term of this Agreement, which shall commence as of the date hereof and continue thereafter for a period of seven (7) years. Commencing not later than ninety (90) days prior to the expiration of the Term, Fox and Licensor shall negotiate in good faith, for a period of ninety (90) days, a mutually acceptable extension thereof. In the event that Fox and

EXHIBIT F
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Licensor do not reach agreement thereon, then Fox shall thereafter have a right of first refusal to acquire the rights granted hereunder, on the same terms as described in paragraph 18(b) of Exhibit A annexed hereto.

(d) "Net Profits" shall have the meaning set forth in Exhibit A annexed hereto.

2. It is acknowledged that Licensor and Twentieth Century-Fox Television Productions, Inc. ("Fox Productions") entered into that certain agreement, dated as of November 20, 1948 (and renewed pursuant to agreements dated September ____, 1954, September 9, 1959 and November 14, 1963) (the "Television Agreement"), pursuant to which Licensor granted to Fox Productions the sole and exclusive "television rights" (as defined in the Television Agreement) in and to a literary work entitled "Crusade in Europe" (the "Literary Property"), the author of which was General Dwight D. Eisenhower (the "Author"). It is further acknowledged that, in furtherance of the grant of said television rights, Fox Productions produced the Programs, which Programs were copyrighted as one motion picture in the name of Twentieth Century-Fox Film Corporation, May 5, 1949.

3. (a) Subject to the provisions of the Television Agreement, Licensor hereby grants to Fox the sole and exclusive television and ancillary rights in and to the Literary Property, including, without limitation, the right to project, exhibit, broadcast, transmit, distribute and exploit the Programs in the Territory during the Term in all media, including, but not limited to, network television (CBS, NBC, ABC or PBS), syndication (including barter syndication, cash sales, or any combination thereof), pay television, basic or pay cable, pay-per-view exhibition, satellite television, video cassettes and video discs, non-theatrical, educational (including in-school teaching guides), commercial, merchandising, and in any other manner or by any other means now known or hereafter developed, together with non-exclusive rights to exploit the Programs (but not the Literary Property) on live television and radio, and to license and to sublicense any parties to do any or all of the foregoing. Licensor further agrees to negotiate with Fox in good faith in the event Fox wishes to exploit a re-edited version of the Programs in a theatrical motion picture format. Licensor grants Fox the right to advertise, publicize and promote the Literary Property and the Programs in all media and in any manner, provided that the foregoing shall not be utilized by Fox to endorse any product or service other than the Programs. The foregoing grant of rights shall include the right to use and publish not more than five hundred (500) words of the Literary Property for use on live television and radio in connection with such advertising, publicity and promotion. Licensor agrees that it shall not, during the Term, grant, license, assign or in any other way dispose of or permit the disposition or exploitation of any rights

in and to the Literary Property and/or the Programs which have been granted to Fox herein, or which would be adverse to or impair such rights.

(b) Licensor reserves all rights not expressly granted to Fox hereunder, including, without limitation, theatrical motion picture, and live television and radio rights, all to the extent not granted herein, publication and stage rights, and all rights in and to Author-written sequels to the Literary Property.

4. In consideration of the rights granted to Fox herein, Fox hereby agrees to pay Licensor the following amounts:

(a) twenty-five (25%) percent of the Net Profits derived by Fox from the exhibition, distribution and exploitation of the Programs and all ancillary rights therein and thereto; and

(b) a non-returnable advance (the "Advance") in the amount of Twenty Thousand ($20,000) Dollars, payable upon execution of this Agreement; it being agreed that the Advance shall be recoupable by Fox from first Net Profits payable to Licensor pursuant to paragraph 4(a) hereof.

(c) Net Profits shall be accounted and paid to Licensor in accordance with the provisions of Exhibit A annexed hereto.

5. (a) All copyrights and trademarks, and all other titles and rights in and with respect to the Literary Property and all material contained therein, are reserved to Licensor. All copyrights and trademarks, and all other titles and rights in and with respect to the Programs and all re-edited or augmented programs created therefrom, are reserved to Fox, subject to the grant of rights by Licensor hereunder.

(b) Licensor will take all reasonable actions during the Term hereof necessary to maintain or initiate the registration of all copyrights, trademarks and other applicable rights with respect to the Literary Property in all jurisdictions where such protection is afforded, including the payment of all related fees.

6. (a) Licensor hereby represents and warrants to Fox, which representations and warranties shall survive the Term hereof, that: the Literary Property was written by and is wholly original with the Author, and is not in the public domain in the United States; the Literary Property does not and will not violate, conflict with, or infringe upon any rights whatsoever (including, with limitation, any copyright, common law or statutory; any right of publication, performance, or any rights in any work; and any rights against libel, slander, invasion of privacy

or similar right) of any person or entity; no claim is currently pending that the Literary Property violates, conflicts with, or infringes upon any of the foregoing-described rights; Licensor is the sole and exclusive owner throughout the world of the rights granted in this Agreement; Licensor has the full right, power and authority to enter into and perform this Agreement and the sole and exclusive right, without restriction or limitation, to grant the rights granted to Fox herein; there is no outstanding contract, commitment or arrangement to which Licensor is a party, and no pending or threatened claim or litigation by or against Licensor which is or may be in conflict with this Agreement or which may in any way limit, restrict, impair or interfere with Fox's rights hereunder; and all rights herein granted to Fox are and will be free and clear of liens and encumbrances of every kind and character.

(b) Fox hereby represents and warrants to Licensor, which representations and warranties shall survive the Term hereof, that: Fox has the full right, power and authority to enter into and perform this Agreement; and there is no outstanding contract, commitment or arrangement to which Fox is a party and no pending or threatened claim or litigation by or against Fox which is or may be in conflict with this Agreement or which may in any way limit, restrict, impair or interfere with Licensor's rights hereunder.

7. (a) Licensor shall indemnify Fox, Fox's licensees, Fox's and their respective successors and assigns, and Fox's and their respective officers, directors, agents and employees against, and hold Fox and the foregoing named persons harmless from, any charges, claims, damages, settlements, costs, judgments, decrees, losses, expenses (including reasonable counsel fees and expenses), penalties and liabilities of any kind or nature whatsoever which may be sustained or suffered by or secured against Fox and/or any of the foregoing named persons, based upon, relating to, arising out of, or as a result of any breach or alleged breach by Licensor of any of its covenants, agreements, representations or warranties under any provision of this Agreement.

(b) Fox shall indemnify Licensor, Licensor's successors and assigns, and Licensor's and their respective officers, directors, agents and employees against, and hold Licensor and the foregoing named persons harmless from, any charges, claims, damages, costs, judgments, decrees, losses, expenses (including reasonable counsel fees and expenses), penalties and liabilities of any kind or nature whatsoever which may be sustained or suffered by or secured against Licensor and/or any of the foregoing named persons, based upon, relating to, arising out of, or as a result of or as to any material included in the Programs which is not contained in the Literary Property, or the inclusion of any advertising material, commercial

announcements or other materials supplied by Fox in connection with any telecast or other exploitation of the Programs, or a result of any breach or alleged breach by Fox of any of its covenants, agreements, representations or warranties under any provision of this Agreement.

(c) With regard to the indemnification provisions provided for in paragraphs 7(a) and 7(b) above, the indemnitor or indemnitors, as the case may be, shall assume the defense of any claim or suit and shall, upon the indemnitees's request, afford the latter the opportunity, at its own cost and expense, to cooperate in the defense thereof. Cancellation or expiration of this Agreement shall not affect any obligation of any indemnitor, which shall be a continuing obligation.

8. Subject to any contractual or union restrictions as to which Licensor shall give Fox notice, Fox may make such cuts or deletions of or may edit the Programs as may be necessary to conform them to the requirements of any duly authorized public censorship authority, time segment requirements, continuity acceptance standards of the television stations licensing same and for the purpose of inserting commercials, or in any other manner, including re-editing the Programs into a different format, and making demonstration or promotional tapes, unless such changes would alter the overall subject matter of the Programs. Fox shall not delete or alter the copyright notice and/or the credits incorporated in the Programs. It is of the essence of this Agreement that Fox shall not and shall not authorize others to copy, duplicate or sub-license the Programs, nor part with possession thereof, except as necessary for the telecasting or other exploitation of the Programs in accordance with the provisions hereof.

9. Nothing herein contained shall be so construed as constituting either party hereto as the other's agent or as authorizing either party hereto to incur financial obligations in the other's name without authorization in writing. Nothing herein contained shall constitute or be so construed as to constitute the relationship hereby created a joint venture or a partnership between Licensor and Fox.

10. All notices which either party is required or may desire to serve upon the other party hereunder shall be in writing and addressed to the party to be served at the address first set forth in this Agreement. Any such notice may be served personally, by mail or by telegraph or cable. Any notice mailed, telegraphed or cabled shall be deemed to have been served on the date of delivery to the telegraph or cable company.

11. No waiver by either party, whether expressed or implied, of any breach or default by the other party shall constitute a waiver of any other breach or default of the same or

any other provision of this Agreement.

12. Neither this Agreement nor any part hereof may be waived, modified, supplemented or otherwise altered, unless by a writing signed by Licensor and Fox.

13. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns.

14. This Agreement has been made, will be performed and shall be construed in accordance with the laws of the State of New York, and the courts of the State of New York shall have exclusive jurisdiction over any dispute arising hereunder.

15. The making, execution and delivery of this Agreement have not been induced by any representation, statement or warranty other than those expressly set forth herein. This Agreement constitutes and contains the entire understanding between the parties with respect to its subject matter and supersedes any prior or contemporaneous agreements relating thereto.

If the foregoing sets forth our agreement, please so indicated by signing in the space set forth below.

Very truly yours,

TWENTIETH CENTURY-FOX TELEVISION, a Division of TWENTIETH CENTURY-FOX FILM CORPORATION

By: _____

ACCEPTED AND AGREED TO:
Doubleday, a division of
BANTAM DOUBLEDAY DELL PUBLISHING GROUP INC.

By: Nancy H. Stanley
Its: _____
Director, Subsidiary Rights

EXHIBIT F
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TWENTIETH CENTURY-FOX TELEVISION

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EXHIBIT A

DEFINITION OF NET PROFITS/ACQUISITION

Exhibit "A" of Acquisition/Distribution Agreement dated _____, 1987 ("Agreement") between Doubleday & Company, Inc. (referred to as Licensor) in the Agreement and as "Participant" herein) and Twentieth Century-Fox Television, a division of Twentieth Century-Fox Film Corporation ("Fox").

1. "PROGRAM(S)": The Television Motion Picture(s) produced or acquired pursuant to the Agreement.

2. "PARTICIPANT'S PERCENTAGE PARTICIPATION": Participant's Percentage Participation refers to the percentage of Net Profits to which Participant is entitled under the Agreement and which shall be computed, accounted for and paid as provided in this Exhibit.

3. "GROSS RECEIPTS": Gross Receipts means the aggregate of the following:

(a) "Exhibition License Fees": All monies actually received and earned by Distributor* from Free Television Distribution, Non-Theatrical Distribution, Pay Television Distribution, Cassette Distribution and Theatrical Distribution of the Program(s). Monies paid (or authorized to be deducted) by Fox to a subdistributor or licensee in the form of License/distribution fees, Distribution Costs, or otherwise, shall not be included in "Exhibition Licens Fees" hereunder.

* as consideration for the right to distribute the Programs, including

(b) "Net Recoveries":

(i) Unauthorized Exhibition/Copyright Infringement: All monies actually received by Distributor by reason of the settlement of any dispute or on account of any judgment or decree in any litigation relative to any claims for unauthorized exhibition, distribution or other use of the Program(s) and/or for infringement, plagiarism or other interference by any Party with the copyright or trademark of the Program(s) and/or of the exercise of all rights granted Fox pursuant to the Agreement remaining after first deducting all costs and expenses incurred in connection with obtaining such monies, including reasonable attorneys' fees. Costs and expenses in excess of monies received shall be deducted from Gross Receipts.

(ii) Breach of Contract: All monies actually received by Distributor by reason of the settlement of any dispute or on account of any judgment or decree in any litigation relating to any claims for breach of contract in connection with the distribution and/or exhibition of the Program(s) remaining after first deducting all costs and expenses incurred in connection with obtaining such monies, including reasonable attorneys' fees. Costs and expenses in excess of monies receive shall be deducted from Gross Receipts.

BOX 900 BEVERLY HILLS, CALIFORNIA 90213 PHONE (213) 277-2211 • CABLE ADDRESS CENTFOX, LOS ANGELES — TELEX 6-74875

(c) "Music Publishing Receipts": As to music and/or lyrics originally composed for and synchronized in the Program(s) ("Program Music") and with respect to which Fox acquired the right to exploit Music Publishing Rights, the following shall apply:

(i) Administering Publisher: If a Subsidiary ("Music Subsidiary") is the publisher or administering co-publisher of Program Music, then Music Publishing Receipts shall be 50% of all monies actually received in the United States by the Music Subsidiary remaining after first deducting a Music Subsidiary administration fee of 15% of all such monies and all costs and expenses of the Music Subsidiary in connection therewith, including all composer royalties, charges of any agent, trustee or administrator involved in the collection of monies, and any co-publisher's share of such monies.

(ii) Non-Administering Co-Publisher: If a Music Subsidiary is a non-administering co-publisher of Program Music, then Music Publishing Receipts shall be 50% of all monies actually received in the United States by the Music Subsidiary remaining after first deducting all costs and expenses of the Music Subsidiary in connection therewith.

(iii) Third Party Music Publisher: If a Music Subsidiary is neither the publisher nor co-publisher of Program Music, then Music Publishing Receipts shall be all monies actually received in the United States by Fox from the publisher of the Program Music, remaining after first deducting a Fox administration fee of 15% of all such monies, and all royalties and participations payable in connection therewith, if any.

(d) "Music Recording Receipts": As to Sound Records manufactured for sale to the public, which embody music and/or dialogue as recorded for the soundtrack of the Program ("Soundtrack Recordings"), and with respect to which Fox acquired the right to exploit Soundtrack Recording Rights, the following shall apply:

(i) Releasing: If a Subsidiary ("Recording Subsidiary") directly engages in the business of releasing a Soundtrack Recording, then Music Recording Receipts shall be 50% of all monies actually received ~~in the United States~~ by the Recording Subsidiary as to such Soundtrack Recording remaining after first deducting a Recording Subsidiary packager's fee of 30% of all such monies, all costs, expenses, packaging charges, and all royalties and participations payable in connection therewith, if any. However, in no event shall the amount herein applicable net recoveries be reduced below 5% of all monies received by Recording Subsidiary.

(ii) Licensing: If Fox licenses the right to release Soundtrack Recordings to a third Party other than a Recording Subsidiary, then Music Recording Receipts shall be all monies actually received in the United States by Fox from such third Party remaining after first deducting a Fox administration fee of 15% of all such monies, and all royalties and participations payable in connection therewith, if any.

(e) "Merchandising ~~and Literary Publishing~~ Receipts": As to Merchandising Rights ~~and Literary Publishing Rights~~ with respect to the Program(s) which Fox acquired the right to exploit, the following shall apply:

(i) Licensing: If Fox or Subsidiary, or any agent or licensee of Fox or Subsidiary ("Fox Merchandising Licensee") licenses to a third Party Merchandising Rights ~~or Literary Publishing Rights~~ with respect to the Program(s) ("Merchandise License"), then Merchandising ~~and Literary Publishing~~ Receipts shall be all monies actually received in the United States by Fox or Subsidiary or Fox Merchandising Licensee pursuant to the Merchandise License remaining after first deducting (A) a Fox administration fee of 40% of all such monies if Fox or Subsidiary solicited the Merchandise License or 15% of all such monies if Fox Merchandising Licensee solicited the Merchandise License and (B) all royalties and participations payable in connection therewith, if any, and (C) all commissions and fees payable to or retained by any Fox Merchandising Licensee, if any, and (D) all costs of proprietary protection in the form of trademarks, patents and copyrights and (E) all costs, expenses and charges paid, advanced or incurred by Fox, Subsidiary and Fox Merchandising Licensee in connection with or relative to the derivation of monies from the exercise of Merchandising Rights ~~and Literary Publishing Rights~~ with respect to the Program(s).

(ii) Manufacturing and Distributing: If Fox or Subsidiary directly engages in the business of exploiting Merchandising Rights ~~or Literary Publishing Rights~~ with respect to the Program(s), then Merchandising ~~and Literary Publishing~~ Receipts shall be an amount equal to 5% of the Net Merchandising Sales of Fox or Subsidiary. Net Merchandising Sales means the gross sales price actually received by Fox or Subsidiary for all sales in connection with the exercise of Merchandising Rights ~~and Literary Publishing Rights~~ with respect to the Program(s), less quantity and trade discounts and all returns of merchandise ~~and publications~~.

Omitted

4. ~~EXCLUSIONS FROM GROSS RECEIPTS. Subject to the specific provisions set forth elsewhere in the Agreement and this Exhibit, in no event shall monies received by Distributor be included in Gross Receipts by reason of the exploitation of any subsidiary rights with respect to the Program(s) including but not limited to Sequel Rights, Spinoff Rights, Remake Rights, legitimate stage rights, and radio rights.~~

5. "NET PROFITS": Net Profits means the amount of Gross Receipts remaining, if any, after first deducting from Gross Receipts and Fox retaining on a cumulative and continuing basis the aggregate of the following in the following continuing order of priority:

(a) "Fox Distribution Fees":

(1) 10% of Exhibition License Fees derived from licensing Free Television Exhibition of the Program(s) by a United States National Network.

(ii) 15% of Exhibition License Fees derived from Theatrical Distribution Outright Sales.

(iii) 25% of Exhibition License Fees derived from licensing Free Television Exhibition of the Program(s) by a Canadian National Network.

(iv) 30% of Exhibition License Fees derived from ~~Cassette Distribution and~~ Pay Television Distribution.

(v) 35% of Exhibition License Fees derived from licensing Free Television Exhibition of the Program(s) in the United States other than those referred to in subsection (i), and from licensing Free Television Exhibition in Canada other than those referred to in subsection (iii), ~~and from Theatrical Distribution in the United States~~.

(vi) 40% of Exhibition License Fees derived from Theatrical Distribution other than in the United States.

(vii) 45% of Exhibition License Fees derived from licensing Free Television Exhibition of the Program(s) other than in the United States and Canada.

(viii) 50% of Exhibition License Fees derived from Non-Theatrical Distribution.

(ix) 22.5% of Exhibition License Fees derived from Cassette Distribution.

~~(ix) If Theatrical Distribution of the Program(s) is undertaken, and~~ if the the standard Fox Distribution Fees for Theatrical Distribution in effect at the time shall be less than those set forth above, then the standard Fox Distribution Fees for Theatrical Distribution shall apply. Other provisions regarding the computation of Net Profits as to Theatrical Distribution shall be the same as Fox's standard provisions in effect at such time.

(b) "Distribution Costs": All costs, expenses and charges (collectively "costs") paid, advanced or incurred by Distributor by reason of, in connection with, or relative to the derivation of Gross Receipts with respect to the Program(s) including without limitation, costs of Motion Picture Copies, duplicating, repair and renovation thereof, costs of adaptation and re-editing for syndication and foreign versions, 1/laboratory costs, dubbing costs, costs of reels and containers, shipping, delivery, 2/storage and insurance costs, advertising, publicity and promotion costs (~~plus an amount equal to 10% of advertising, publicity and promotion costs as an advertising overhead charge~~), conversion and remittance costs, checking and collection costs, claims and litigation costs, copyright infringement costs, ~~industry wide arrangements and anti trust costs~~, trade association fees and such other costs customarily charged by Distributor in connection with the exploitation of Motion Pictures* in all media including copyrighting costs, telephone, telegraph, cable, postage, messenger and xeroxing costs.

* and all promotional tapes

(c) "Guild Payments and Royalties": To the extent the obligation of Distributor under the Agreement, all costs, expenses and charges (collectively "costs") incurred with respect to payments required, including employer fringe benefits and taxes payable with respect thereto, under applicable

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1/, pilots, promotional tapes, wraparounds and inclusion of narration, logos,
2/, satellite transmission and related costs, reports from Nielsen Television Index or any other rating service, re-editing, colorizing

collective bargaining agreements by reason of or as a condition to any exhibition of the Program(s), or any part thereof, or any use or reuse thereof for any purpose or in any media whatsoever; as well as the costs of all licenses required to permit exhibition, distribution or other use of the Program(s) including fees for use of any patented equipment or process; synchronization, recording or performing royalties and fees with respect to performance of lyrics and music and literary matter.
* and any new clip material added to any of the Programs

(d) "Taxes": All taxes, imposts, duties, tariffs and governmental fees of any nature, however denominated or characterized, imposed by any taxing authority in any Territory, directly or indirectly, on any receipts (irrespective of character or origin) of the Program(s) or in connection with the Program(s), Motion Picture Copies, trailers, and other material relating to the Program(s), or the lease, license, distribution, exhibition or other disposition thereof, or the collection, conversion or remittance of monies, including personal property, turnover, sales, use, transaction, film hire, excise, stamp, added value, remittance, release, income and franchise taxes. Where local Law limits Participants's right to receive any payment to an amount less than as provided in the Agreement, Distributor shall be entitled to deduct, from the amount allowed to be paid to Participant pursuant to such local Law, the total amount of all taxes payable with respect to any monies which would otherwise have been payable to Participant pursuant to the Agreement except for such limitation. Any amount withheld by reason of such limitation shall constitute funds in a Restricted Currency. All monies required to be paid on account of import fees, export fees, duties, imposts, customs, and costs to acquire permits in connection with shipment, delivery, license, exhibition or other use of the Program(s) and Motion Picture Copies; all payments and expenses with respect to contesting, compromising or settling (whether by litigation or otherwise) of any Taxes, together with any interest and penalties with respect thereto shall be treated as Taxes. ~~If any monies are required to be paid to a local instit-~~ ~~tutior, group, individual or fund, such payments shall be treated as Taxes~~ In no event shall Participant be entitled to take any credits, deductions, or other benefits with respect to any Taxes, nor shall the deductible amount of any Taxes (however determined) be decreased (nor Gross Receipts increased) because of the manner in which Taxes and tax credits are treated by Distributor in filing its net income, corporate franchise, excess profits or other similar tax returns. Participant shall not be required to pay or participate in Distributor's own United States Federal and State income taxes and franchise taxes (however denominated) based on Distributor's actual net earnings or any income tax (however denominated) payable by Distributor to any Territory, based on the actual net earnings of Distributor in such Territory, it being agreed that any Taxes (however denominated) required to be withheld by any Territory in order to permit the remittance of monies from any such Territory shall not be deemed to be a tax based on the actual net earnings of Distributor.

(e) "Deferments": Any amounts payable to any Party, including Participant as compensation in connection with the Program(s) as a fixed sum which vests upon the expiration of a period of time and/or the attainment of a specified level of receipts or profits of the Program(s).

(f) "Gross Participations": Any amounts paid to any Party, including Participant, as a percentage of the receipts of the Program(s) (other than percentage participations in Net Profits), which amounts have not otherwise been applied in reduction of Participant's Percentage Participation pursuant to an express provision of the Agreement.

~~(g) "Interest" on "Advances": The aggregate of the sums computed at a percentage of Advances at an annual percentage rate of 1/2% above the prime interest rate charged by the First National Bank of Boston from time to time in effect, plus a charge of 20% of said annual percentage rate to cover compensating balances ("Interest"). The computation of Interest on Advances shall commence as of the week in which the Advance is paid and continuing until the end of the Statement Period with respect to which the Advance is recouped as herein provided.~~

(h) "Advances": Advances refer to the payments to which Participant is entitled under the Agreement and described as "Advances" therein.

6. ACCOUNTING PRACTICES: Books of account which pertain to the distribution of the Program(s) shall be maintained by Fox or under its supervision at such place or places as may from time to time be customary with Fox pursuant to its ordinary business practices. All financial matters shall be determined, accounted for and calculated in all respects pursuant to participation accounting practices customarily used by Fox. Advance payments and security deposits are excluded from Gross Receipts until recouped or forfeited. Any amounts collected as taxes or for payment as taxes, such as sales and value-added taxes, are excluded from Gross Receipts. Fox may establish reasonable reserves for anticipated Taxes, Guild Payments and Royalties and Distribution Costs. If Distributor incurs any costs and/or receives any receipts pertaining to the Program(s) together with other matters, a portion of such costs and/or receipts shall be allocated to the Program(s) in accordance with the participation accounting practices customarily used by Fox.

7. FOREIGN REMITTANCES: No monies shall be included in Gross Receipts unless and until such sums have been received by Fox in U.S. Dollars in the United States. All Gross Receipts received in a foreign currency will be converted into United States Dollars and remitted to Fox in the United States as promptly as applicable Laws will permit. As to funds received by Distributor in a foreign Territory and which are not includable in Gross Receipts as a result of being in a Restricted Currency ("Restricted Proceeds"), Fox shall notify Participant on the appropriate Participation Statement. As and when the Participant's Percentage Participation becomes payable to Participant, Participant may notify Fox in writing that Participant elects to require settlement of Participant's share of the Restricted Proceeds remaining in any country (not yet converted into United States Dollars and therefore not includable in Gross Receipts) in the currency of such country, by designating a bank or other representative in such country, to whom payment may be made for Participant's account. Subject t applicable Laws affecting such transactions, such payment shall be made to such bank or representative at Participant's expense. Such payment shall fully satisfy Fox's obligations to Participant as to such funds and Participant's share thereof. Any taxes or expenses incurred in connection with the making of such payment shall be deducted from amounts paid, or otherwise charged to or paid by the Participant, in advance, if so required. In no event shall Fox be obligated to apply Gross Receipts not actually received by Fox in United State

Dollars in the United States to the recoupment of any costs deductible from Gross Receipts hereunder.

8. STATEMENTS: Fox shall render to Participant periodic Participation Statements showing, in summary form, Gross Receipts, permitted deductions therefrom, accompanied by payment of the amount, if any, shown thereon to be due Participant by check drawn to the order of Participant. The initial Participation Statement shall be rendered for the period ending as of the close of the calendar quarter during which occurs the end of the broadcast year in which the Program(s) is first exhibited. Participation Statements shall be rendered for periods of twelve (12) months in length following the end of the period covered by the first Participation Statement. However, at such time as Fox licenses the Program(s) for exhibition following all exhibitions licensed under agreement(s) and any amendment(s) thereto authorizing the First Run of the Program(s) on a United States National Network, Participation Statements shall be rendered for periods of three (3) months in length for two years and thereafter for periods of twelve (12) months in length. No Participation Statements need be rendered for any Statement Period during which no Gross Receipts are received. The period covered by a Participation Statement is referred to as a Statement Period. Each Participation Statement shall be furnished ninety (90) days after the close of the Statement Period for which the Participation Statement is rendered. Any Participation Statement may be changed from time to time to effectuate year-end adjustments made by Fox's Accounting Department or its Certified Public Accountants or to correct any errors or omissions. Each Participation Statement will be mailed to Participant at Participant's then current address for Notices under the Agreement.

9. WITHHOLDINGS: There shall be deducted from any payments to or for the account of Participant hereunder* the amount of any tax or other withholding which, pursuant to applicable Laws, is required to be made by Fox, based upon, measured by, or resulting from payments to or for the account of Participant. Such deduction shall be in accordance with the good faith interpretation by Fox of such Laws. Fox shall not be liable to Participant for the amount of such deductions because of the payment of said amount to the Party involved. Participant shall make and prosecute any and all claims which it may have as to such tax deductions and/or withholdings directly with the Party involved.

* but not including any Advances hereunder

10. OVERPAYMENT/OFFSET: If Fox makes an overpayment to Participant hereunder for any reason ~~or if Participant is indebted to Fox for any reason~~, Participant shall pay Fox such overpayment ~~or indebtedness~~ on demand, or at the election of Fox, Fox may deduct and retain for its own account an amount equal to any such overpayment or indebtedness from any sums that may become due or payable by Fox to Participant for the account of Participant pursuant to its Agreement.

11. AUDIT: If Participant requests, Fox shall permit, at the sole cost and expense of Participant, a first class and reputable firm of certified public accountants to examine Fox books of account which relate to the Participation Statements rendered to Participant which have not become incontestable. Participant may make copies of or make excerpts from only such part of the Fox books account which relate to the matters subject to examination as herein provided. Such examination shall be only at such place where said books of account are maintained and during reasonable business hours in such manner as not to inte

commissions in P[illegible]pation Statements causing a[illegible]payment to Participant of more than 5% th[illegible]d in such event Fox shall pay[illegible] the costs and expenses incurred by Part[illegible]pant in conducting such audit.

fere with Fox's normal business activities and not more frequently than once each calendar year. No examination may last for more than thirty (30) days.. A true copy of all reports made by Participant's representative pursuant to the foregoing provisions shall be delivered to Fox at the same time as delivered to Participant. Such right to examine is limited to the Program(s) and under no circumstances shall Participant or its authorized representatives have the right to examine records relating to Fox's business generally or with respect to any other Motion Pictures for purposes of comparison or otherwise. *

12. INCONTESTABILITY: All information on Participation Statements rendered to Participant will be deemed conclusive and binding on Participant unless a written statement specifying the transactions or items to which Participant objects is delivered to Fox within twelve (12) months after the date of the first Participation Statement reflecting the transaction or item in question. If Participant's objections are not resolved amicably, Participant may maintain or institute an action with respect to an objection raised and not resolved amicably if commenced within six (6) months after the expiration of said twelve (12) month period or the expiration of the period of the applicable statute of limitations established by Law as to such transactions or items, whichever first occurs. The Fox books of account and all supporting documentation need not be retained and may be destroyed after the expiration of said twelve (12) month period unless Participant has duly objected prior thereto and instituted an action as herein provided.

13. CREDITOR - DEBTOR RELATIONSHIP: Participant expressly acknowledges the relationship between Participant and Fox to be that of creditor and debtor with respect to the payment of any monies due Participant hereunder. Nothing contained herein shall be construed to create a trust or specific fund as to Gross Receipts of the Program(s) or Participant's share thereof or any other monies, or to prevent or preclude Fox from commingling Gross Receipts or any monies due Participant with any other monies or to give Participant a lien on the Program(s) or an assignment of the proceeds thereof.

14. LITIGATION: Participant waives any right which Participant may have at law or equity to revoke, terminate, diminish or enjoin any rights granted or acquired by Fox hereunder by reason of any claim which Participant may assert for non-payment of any monies claimed due and payable hereunder, it being agreed that Participant shall be limited to an action at law for recovery of any such monies claimed.

15. NO JOINT VENTURE OR PARTNERSHIP: Nothing contained herein shall be construed so as to create a joint venture or partnership between Participant and Fox, or a third Party beneficiary relationship as to any third Party. Except as otherwise specifically set forth herein, neither Participant nor Fox shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. CAPTIONS: Captions of paragraphs hereof are inserted for reference and convenience only and in no way define, limit or prescribe the scope or intent of any provision hereof.

17. SALE OF PROGRAM(S): Fox shall have the unlimited right at any time to assign the Agreement or to sell, transfer or assign all of its right, title and

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interest in any one or more of the Program(s) and the negative and copyright thereof to any Party. Any such sale, transfer or assignment shall be subject to Participant's rights hereunder, and Fox shall not be relieved of its obligations hereunder. However, if such sale, transfer or assignment be to any Subsidiary or Affiliate or other Party which shall succeed to all or substantially all of Fox's assets or to all or substantially all of Fox's Television Distribution facilities and if such Subsidiary, Affiliate or other Party shall assume in writing and agree to perform all of the obligations of Fox hereunder, then upon assumption by such Subsidiary, Affiliate or other Party of all of Fox's obligations hereunder, such sale, transfer or assignment shall be deemed a novation and Fox shall be forever released and discharged from any further liability or obligation to Participant for the payment of any monies which may thereafter become payable hereunder, and Participant shall look solely to such Subsidiary, Affiliate or other Party for any such payment. No monies received by Fox from any sale, transfer or assignment shall be included in Gross Receipts and the terms of such sale, transfer or assignment and the monies paid to Fox thereunder shall be of no relevance to Participant. Nothing herein contained shall be deemed to limit or prevent Fox from assigning or hypothecating all or a portion of its share of monies derived hereunder.

18. ASSIGNMENT BY PARTICIPANT:

(a) Assignment: Subject to all applicable Laws and to the rights of Fox hereunder, Participant may assign the rights to Participant's Percentage Participation hereunder at any time ~~provided a Notice of Irrevocable Authority and Acceptance in Fox's usual form shall be executed by Participant and by the assignee and delivered to Fox. Fox shall not be obligated to pay in accordance with any partial assignment if the formula or basis of computation creates any doubt of interpretation whereby Fox takes any risk whatsoever and/or if all the assignees fail to execute and deliver an agreement in Fox's usual form appointing a single person as a disbursing agent to whom Fox may make all such payments thereafter regardless of any further assignment(s).~~ Fox's payment in accordance with any such assignment or designation shall be deemed to be equivalent of payment to Participant hereunder and shall release and discharge Fox from any further liability or obligation to Participant for the payment of monies hereunder. Participant's rights to inspect and audit Fox's books of account shall not be assignable without Fox's prior written consent.

(b) First Refusal: If Participant shall propose to sell or assign the rights to Participant's Percentage Participation hereunder*, Fox shall have the right of first refusal to acquire Participant's Percentage Participation, exercisable within ten business days after receipt of written notice from Participant which specifies the Party to whom the proposed sale or assignment is to be made and the consideration and other terms and conditions upon which Participant proposes to make such sale or assignment. If Fox fails to exercise said right of first refusal, then Participant may make any such proposed sale or assignment, but only to the Party and for the consideration and upon the terms and conditions specified in the notice to Fox. If Participant fails to make such proposed sale or assignment, Participant shall not thereafter make a sale or assignment to any other Party for a consideration or upon terms and conditions more favorable to

*except for the estate of the Author, or as part of a sale of all or substantially all of the assets of Licens

such other Party than those specified in the notice to Fox without again giving Fox the opportunity to exercise its right of first refusal in accordance with the foregoing procedure.

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GLOSSARY

Schedule "1" of Exhibit A of Agreement dated _____, 1987 between Twentieth Century-Fox Television, a division of Twentieth Century-Fox Film Corporation and Doubleday & Company, Inc.

As used in Exhibit A and the Agreement, the following words have the following meanings:

A. "Affiliate": A joint venture or partnership or other entity, other than a corporation, with respect to which Fox or a Subsidiary shares in the actual management, operation, and expenses thereof, or a corporate entity in which Fox or a Subsidiary has a financial interest represented by stock ownership in excess of 20%, but not more than 50%, of the total issued and outstanding voting stock of such corporate entity.

B. "Canada": The Dominion of Canada and military installations, aircraft and ships flying the Canadian flag, but no other territories or possessions.

C. "Canadian National Network": At least forty (40) interconnected over-the-air broadcast television stations affiliated with Canadian Broadcasting Corporation or at least nineteen (19) interconnected over-the-air broadcast television stations affiliated with CTV Television Network Ltd. which stations telecast Television Motion Pictures for Free Television Exhibition.

D. "Cassettes": Motion Picture Copies including cassette, cartridge, phonogram, video disc, tape or other similar device now known or hereafter devised and designed to be used in conjunction with a reproduction apparatus which causes a Motion Picture to be visible on the screen of a television receiver or comparable device now known or hereafter devised.

E. "Cassette Distribution": The lease or license of Cassettes of a Motion Picture to one or more Parties with the right to engage in the Cassette Exhibition of the Motion Picture and/or to grant licenses to other Parties to engage in the Cassette Exhibition and/or Cassette Distribution of the Motion Picture.

F. "Cassette Exhibition": The exhibition of a Motion Picture by means of a Cassette in private living accommodations where no fee is charged to the viewer of such exhibition.

G. "Direct Costs": The aggregate of all costs, charges and expenses, paid, incurred or accrued in connection with the acquisition of all underlying literary and musical rights with respect to the Program(s) (including costs of copyright and title searches, clearances and registration, and royalty and license fees) and in connection with the preparation, production, completion and delivery of the completed Program(s), including the costs of materials, equipment, physical properties, personnel and services utilized in connection with the Program(s), both above-the-line and below-the-line (including charges established pursuant to the Twentieth Century-Fox Facilities Price Schedule for facilities, equipment and personnel of the Twentieth Century-Fox Facilities Division furnished and utilized in connection with the Program(s), a percentage of all direct salaries established by Fox to cover employer fringe benefits, and costs of insurance), and commissions whether as a fixed amount or a percentage of Exhibition License Fees, payable to an agent or other Party as consideration for assisting in the licensing of Program(s) or for causing talent to be available for the Program(s).

H. "Distributor": Fox and Subsidiaries and Affiliates engaged in the distribution of the Program(s) for exhibition by other Parties, but not including exhibitors of Motion Pictures by any means now known or hereafter devised or laboratories producing and/or distributing Motion Picture Copies, nor merchandisers, nor book or music publishers, nor phonograph record producers or distributors, nor Pay-TV/Cassette Marketers (whether or not any of the foregoing are Subsidiaries or Affiliates), nor Subdistributors.

I. "Domestic Territory": The United States and Canada.

J. "Free Television Distribution": The lease or license of a Motion Picture to one or more Parties with the right to engage in the Free-Television Exhibition of the Motion Picture and/or to grant licenses to other Parties to engage in the Free-Television Exhibition and/or Free-Television Distribution of the Motion Picture.

K. "Free-Television Exhibition": The telecast of a Motion Picture by means of over-the-air broadcast or cable transmission using any form of Motion Picture Copy for reception on a television receiver or comparable device now known or hereafter devised without a charge being made to the viewer by the telecaster for the privilege of viewing such telecast. For purposes of this definition, the regular periodic service charge (other than a charge paid with respect to Pay Television Exhibition) paid by a subscriber to a cable television transmission services shall not be deemed a charge being made to the viewer.

L. "Law": Any present or future statute or ordinance, whether municipal, county, state, national or territorial; any executive, administrative or judicial regulation, order, judgment or decree; any treaty or international convention; any rule or principle of common law or equity, or any requirement with force of law.

M. "Literary Material": Literary matter, whether published or unpublished, and whether in the form of a novel, treatment, teleplay, or otherwise, included in or upon which a Motion Picture is based.

N. "Literary Publishing Rights": The right to publish, distribute and sell hard cover or soft cover printed publications of all or any part of the Literary Material or other material (other than music and/or lyrics) used in connection with a Motion Picture, including artwork, logos or photographic stills which may be contained in any novelization of the Literary Material, for sale to the public other than the publications included within Merchandising Rights.

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O. "Literary Work": The p[illegible]ular Literary Material upon which the P[illegible]a is based.

P. "Merchandising Rights": The right to license, manufacture, distrib[illegible], and sell articles of merchandise based on or utilizing characters, names, likenesses and characteristics of artists, physical properties or other material appearing or used in or in connection with a Motion Picture or all or any part of the Literary Material and the right to publish, distribute, and sell souvenir programs, picture books, comic books, illustration books, and activity books or booklets based on or utilizing characters, names, likenesses and caricatures of artists, physical properties or other materials appearing or used in or in connection with a Motion Picture or all or any part of the Literary Material.

Q. "Motion Picture": Pictures of every kind and character whatsoever, including all present-and future technological developments, whether produced by means of any photographic, electrical, electronic, mechanical or other processes or devices now known or hereafter devised, and their accompanying devices and processes whereby pictures, images, visual and aural representations are recorded or otherwise preserved for projection, reproduction, exhibition, or transmission by any means or media now known or hereafter devised in such manner as to appear to be in motion or in sequence.

R. "Motion Picture Copy": Any negative or positive Motion Picture film in any gauge, video or electronic tape recording, cassette, disc or other physical material or substance of any kind produced by means of any photographic, electrical, electronic, mechanical or other process or device now known or hereafter devised, on or with respect to which a Motion Picture or any part thereof is printed, imprinted, recorded, reproduced, duplicated or otherwise preserved.

S. "Music Publishing Rights": The right to copyright, copy, publish, distribute, and sell the music and/or lyrics of musical compositions and to license the right to make Sound Records of musical compositions and to make Sound Records of musical compositions in synchronization or timed relation with Motion Pictures and to license the performance of musical compositions.

T. "Network" (also referred to as "United States National Network"): At least fifty (50) interconnected over-the-air broadcast television stations which telecast Television Motion Pictures for Free Television Exhibition and which are affiliated with American Broadcasting Company, Columbia Broadcasting System or National Broadcasting Company.

U. "Network Stripping": Stripping of the Programs pursuant to the agreement authorizing the initial Free Television Exhibition of the Programs by a United States National Network.

V. "Non-Theatrical Distribution": The lease or license of a Motion Picture to one or more Parties with the right to engage in the Non-Theatrical Exhibition of the Motion Picture and/or to grant licenses to other Parties to engage in the Non-Theatrical Exhibition and/or Non-Theatrical Distribution of a Motion Picture.

W. "Non-Theatrical Exhibition": The exhibition of a Motion Picture using any form of Motion Picture Copy in any manner now known or hereafter devised other than Theatrical Exhibition, Free-Television Exhibition, Cassette Exhibition or Pay Television Exhibition by any medium or process now known or hereafter devised.

X. "Outright Sale": The exclusive leasing or licensing of a Motion Picture to any Party in a Territory and for a fixed period of time solely for a fixed price without any obligation to account for or report any monies derived or expenses incurred by such Party from distribution or exhibition of the Motion Picture.

Y. "Party": Any individual, corporation, partnership, joint venture, organization or any other business entity or firm or governmental agency.

Z. "Pay-Television Distribution": The lease or license of a Motion Picture to one or more Parties with the right to engage in the Pay-Television Exhibition of the Motion Picture and/or to grant licenses to other Parties to engage in the Pay-Television Exhibition and/or Pay-Television Distribution of the Motion Picture.

AA. "Pay-Television Exhibition": The exhibition of a Motion Picture by means of over-the-air, cable, closed circuit, satellite, micro-wave or laser transmission using any form of Motion Picture Copy for reception on a television receiver or a comparable device now known or hereafter devised located in a living accommodation, where a supplemental charge is made to the viewer for the privilege of viewing such exhibition in his home or in a hotel, motel, hospital or other living accommodation, whether such exhibition is a particular picture selected by the viewer which would not be available for viewing by the viewer but for the payment of such supplemental charge, or is a picture being exhibited over one or more assigned channels which would not be available for viewing by the viewer but for the payment of such supplemental charge, or where a charge is made to the operator of a hotel, motel, hospital or other living accommodation for the obtaining of such exhibition for viewing at such location.

BB. "Pay-TV/Cassette Marketer": A Subsidiary, Affiliate or other entity engaged in the Pay Television Distribution and/or Cassette Distribution of the Picture provided such Subsidiary, Affiliate or other entity also is engaged in the Pay Television Distribution and/or Cassette Distribution of Motion Pictures, the Theatrical Distribution of which is undertaken by Parties other than Fox, Subsidiaries or Affiliates.

CC. "Pilot": A Television Motion Picture produced as a sample for the purpose of interesting an exhibitor or sponsor in ordering additional Television Motion Pictures. A Pilot may be exhibited separately or as an episode in an episodic or anthology Television Series.

DD. "Remake": A Motion Picture, other than the initial Motion Picture, which is based upon a prior Motion Picture or upon the same elements, the plot or story of the same Literary Material upon which the initial Motion Picture was based. The term Remake does not include a Sequel Motion Picture or foreign, shortened or expanded versions of the prior Motion Picture.

EE. "Remake Rights": The ri[illegible] make one or more Remakes.

FF. "Restricted Currency": [illegible]eign currency which is or becomes subj[illegible], moratorium, embargo, banking or exchange restrictions, or restrictions against remittances to the United [illegible]s, or which in the business judgment of Fox is commercially impracticable to remit.

GG. "Sequel Motion Picture": A Motion Picture in which

1. One or more of the principal characters is taken from the Literary Material upon which a prior Motion Picture is based and/or from the prior Motion Picture; and

2. Said principal character(s) is shown as participating, for the most part, in new and different events and situations from the events and situations in which said principal character(s) participated (whether or not as principal characters) in said Literary Material or in said prior Motion Picture or any Remake thereof or in any earlier Sequel Motion Picture or any Remake thereof.

3. The plot or story differs from that of said Literary Material or of said prior Motion Picture or any Remake thereof or of any earlier Sequel Motion Picture or any Remake thereof.

The term Sequel Motion Picture does not include any Remake of the said prior Motion Picture, any Remake of any Sequel Motion Picture, or any Remake of any Remake.

HH. "Sequel Motion Picture Rights": The right to make one or more Sequel Motion Pictures.

II. "Sound Records": Sound recordings and reproductions of every kind and character including all present and future developments of the sound recording and Motion Picture industries whether produced by means of any electrical, electronic, mechanical or other process or device now known or hereafter devised, and any accompanying process or device whereby sound may be recorded for later transmission or playback, whether or not simultaneously or in synchronization or timed relation with Motion Pictures.

JJ. "Soundtrack Recording Rights": The right to license, manufacture, distribute and sell Sound Records made from the soundtracks of a Motion Picture or from a re-recording of the soundtrack of the Motion Picture in lieu of the actual soundtrack.

KK. "Spinoff": A new Television Series incorporating any continuing character or substantial element from any prior Television Series including the Pilot of such prior Television Series.

LL. "Stripping": The licensing of a Television Series to a Party for Free Television Exhibition at least five (5) times per week.

MM. "Subdistributor": A Party licensed by Distributor to distribute or license the Program(s) for exhibition in any one or more Territories, other than a Subsidiary, Affiliate or exhibitor, or a licensee of an Outright Sale transaction.

NN. "Subsidiary": A Party in which Fox has a financial interest represented by stock ownership in excess of 50% of the total issued and outstanding voting stock of such Party.

OO. "Television Motion Picture": One or more Motion Pictures primarily intended to be initially distributed for Free Television Exhibition, whether as a Pilot or as an episode of an episodic or anthology Television Series or a single television program.

PP. "Television Series": A series of Sequel Television Motion Pictures in episodic or anthology form.

QQ. "Territory": Any particular geographic area constituting a nation, country, state, governmental entity or a subdivision thereof located anywhere in the world.

RR. "Theatrical Distribution": The lease or license of a Motion Picture to one or more Parties with the right to engage in Theatrical Exhibition of the Motion Picture and/or to grant licenses to other Parties to engage in the Theatrical Exhibition and/or Theatrical Distribution of the Motion Picture.

SS. "Theatrical Distribution Outright Sale": An Outright Sale of a Motion Picture solely for Theatrical Distribution for a period in excess of three (3) years or more. Theatrical Distribution Outright Sale does not include any licensing to an exhibitor.

TT. "Theatrical Exhibition": The exhibition of a Motion Picture using any form of Motion Picture Copy by any process now known or hereafter devised in conventional or drive-in theatres open to the general public on a regularly scheduled basis where a fee is charged for admission to view the Motion Picture.

UU. "Theatrical Motion Picture": A Motion Picture primarily intended to be initially distributed for Theatric[illegible] Exhibition.

VV. "United States": The continental United States of America including the District of Columbia and the State of Alaska and Hawaii, and military installations, aircraft and ships flying the United States flag, but excluding territories and possessions.

WW. "United States National Network" (also referred to as "Network"): At least fifty (50) interconnected over air broadcast television stations which telecast television Motion Pictures for Free Television Exhibition and are affiliated with American Broadcasting Company, Columbia Broadcasting System or National Broadcasting Company

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TWENTIETH CENTURY-FOX TELEVISION
a Division of
Twentieth Century-Fox Film Corporation
P.O. Box 900
Beverly Hills, California 90213

March 11, 1993

Doubleday, a Division
of Bantam Doubleday
Dell Publishing Group, Inc.
666 Fifth Avenue
New York, New York 10103

RE: AMENDMENT TO AGREEMENT BETWEEN TWENTIETH CENTURY-FOX TELEVISION, A DIVISION OF TWENTIETH CENTURY-FOX FILM CORPORATION AND DOUBLEDAY, A DIVISION OF BANTAM DOUBLEDAY DELL PUBLISHING GROUP, INC. DATED AS OF JUNE 22, 1988 - "CRUSADE IN EUROPE"

Ladies & Gentlemen:

This letter shall serve as an amendment (the "Amendment") to the agreement (the "Agreement") referenced above, which was entered into by and between Twentieth Century-Fox Television, a Division of Twentieth Century-Fox Film Corporation ("Fox") and Doubleday, a Division of Bantam Doubleday Dell Publishing Group, Inc. ("Licensor")

Licensor and Fox agree that the Agreement shall be amended as follows:

1. The first sentence of Paragraph 1(c) shall be amended to read as follows:

> "Term" shall mean the term of this Agreement, which shall commence as of the date hereof and continue thereafter for a period of fourteen (14) years."

2. Paragraph 8 of Exhibit A to the Agreement shall be amended by adding the following sentence at the end of such paragraph:

EXHIBIT G
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"Notwithstanding the foregoing, in the event Fox fails to render a Participation Statement, for a period in which Gross Receipts have been received, as required by this paragraph 8, Licensor may send Fox a notice of termination of the Agreement for such failure, provided that Fox shall have sixty (60) days from its receipt of such notice in which to cure such breach by rendering a Participation Statement to Licensor."

3. To the extent this Amendment contradicts, contravenes or is inconsistent with any other term or condition of the Agreement, this Amendment shall be controlling.

4. This Amendment shall be effective as of the date first set forth above.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

If this Amendment correctly states our understanding on the matters contained herein, please sign both originals where indicated and return them to me. I will then arrange to have the Amendment countersigned on behalf of Fox and will return one fully-executed original to you for your records.

Very truly yours,

TWENTIETH CENTURY-FOX TELEVISION, A DIVISION OF TWENTIETH CENTURY-FOX FILM CORPORATION

Sign By: Brian D. Regan
Title: V.P. Business Affairs

ACCEPTED AND AGREED TO:

DOUBLEDAY, A DIVISION OF BANTAM GROUP, INC.

By: Carol Lazare

Title: Director of Subsidiary Rights

Date: March 24, 1993

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